

20100624000201310 1/4 \$587.00  
Shelby Cnty Judge of Probate, AL  
06/24/2010 01:42:56 PM FILED/CERT

20101102000367320 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
11/02/2010 03:29:17 PM FILED/CERT

**\*\*RE-RECORD TO ADD LENDERS SIGNATURE ON PAGE 3 AND TO ADD**  
MIN: 100266700608017945 MERS Phone: 1-888-679-6377 **NOTARY PAGE\*\***  
(Space Above This Line For Recording Data)

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **14th day of June, 2010**, between  
**MICHAEL W SILINSKY and JESSICA H SILINSKY, husband and wife** ("Borrower"),  
**Superior Bank** ("Lender"),  
**Mortgage Electronic Registration Systems, Inc., (MERS)** ("Mortgagee"),  
amends and supplements:

- (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 26, 2009 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's Successors and assigns, P.O. Box 2026, Flint, Michigan, 48501-2026, and recorded in Instrument No. 20090702000255940, of the Probate, Records of Shelby County, ALABAMA, and
- (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at:

**221 Bear Holler Dr**  
**Pelham, ALABAMA 35124**  
(Property Address)

the real property described being set forth as follows:

**See Attached Exhibit "A"**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **June 14, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$378,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.000%**, from **June 14, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,029.19**, beginning on the **1st day**

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT with MERS

Form 3179 1/01  
Revised 8/01

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IDS, Inc. -

Borrower(s) Initials

*MS* *JHS*

CLAYTON L. SILVERMAN, ATTORNEY AT LAW



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of August, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.000% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on July 1, 2040 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at

**Superior Bank  
17 N. 20th Street  
Birmingham, ALABAMA 35203**

or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

*MS* *HS*



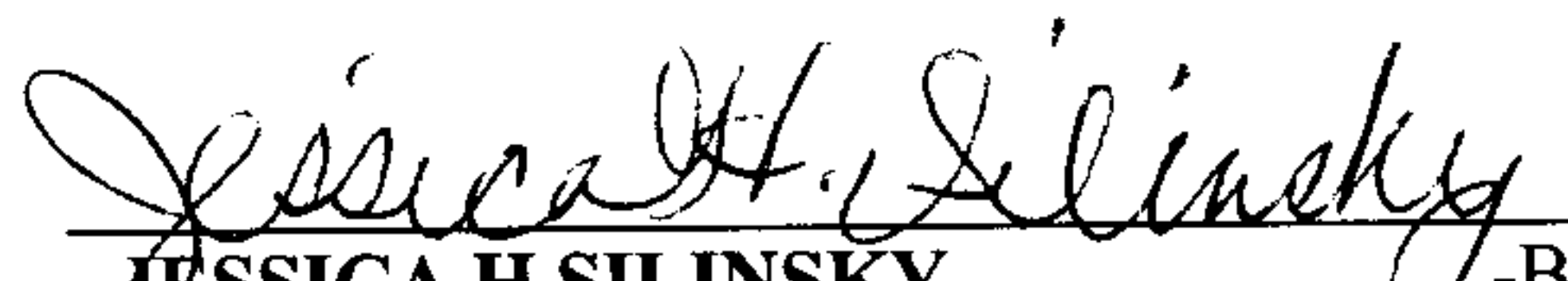
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 (Seal)  
Superior Bank -Lender

 (Seal)  
MICHAEL W SILINSKY -Borrower

 (Seal)  
Mortgage Electronic Registration Systems, Inc. -Mortgagee

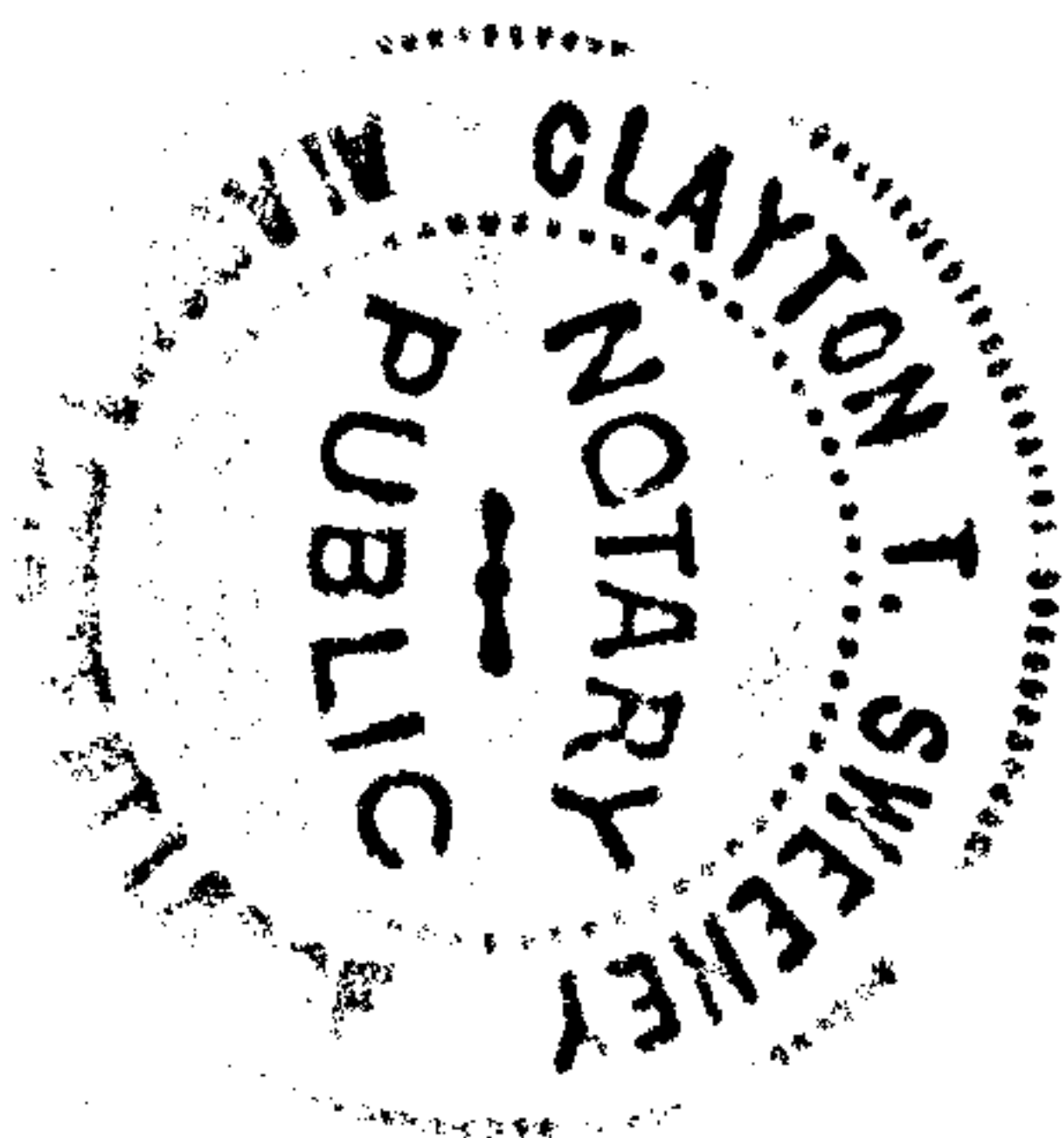
 (Seal)  
JESSICA H SILINSKY -Borrower

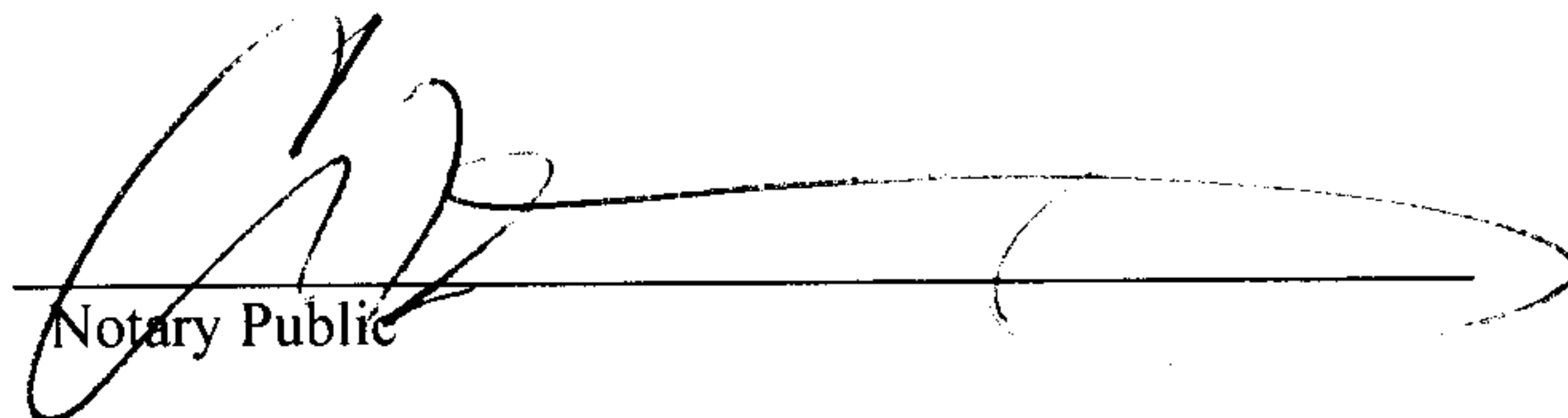
STATE OF ALABAMA, Jefferson County ss:

On this 14th day of June, 2010, I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that **MICHAEL W SILINSKY**, and **JESSICA H SILINSKY**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 14th day of June, 2010.

My Commission Expires: 6/5/2011



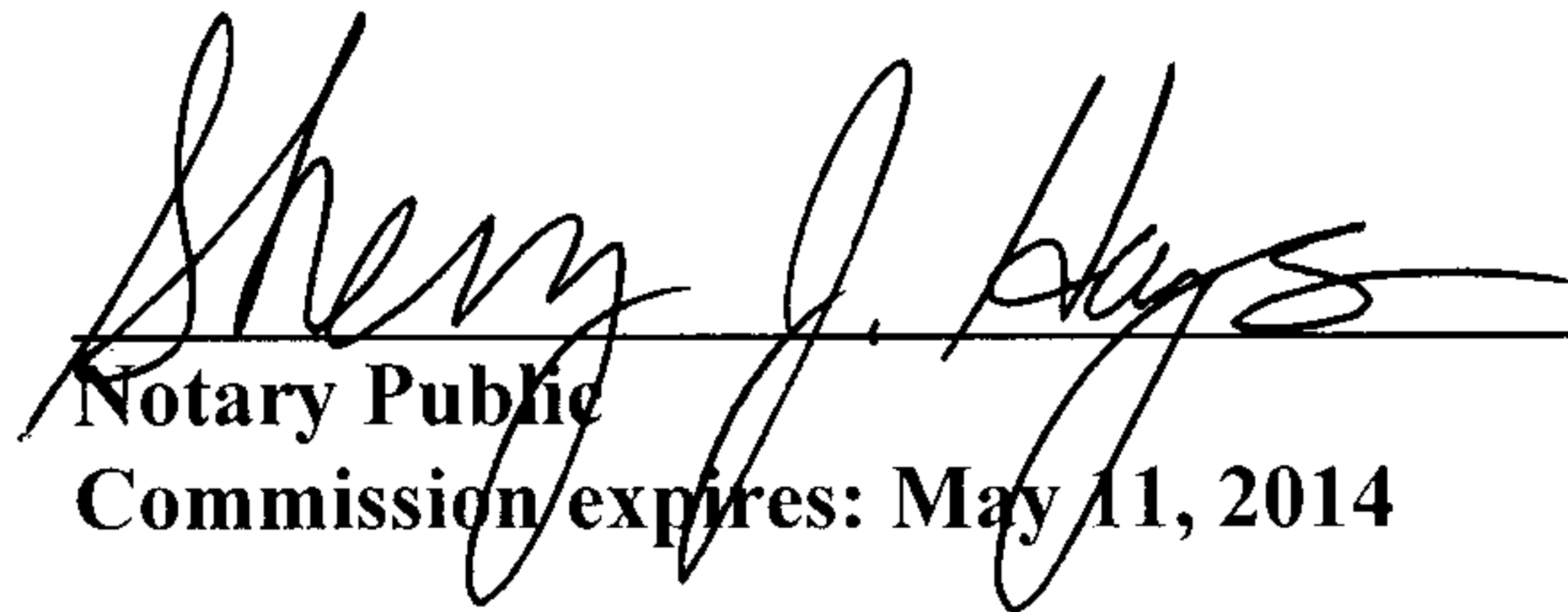
  
Notary Public

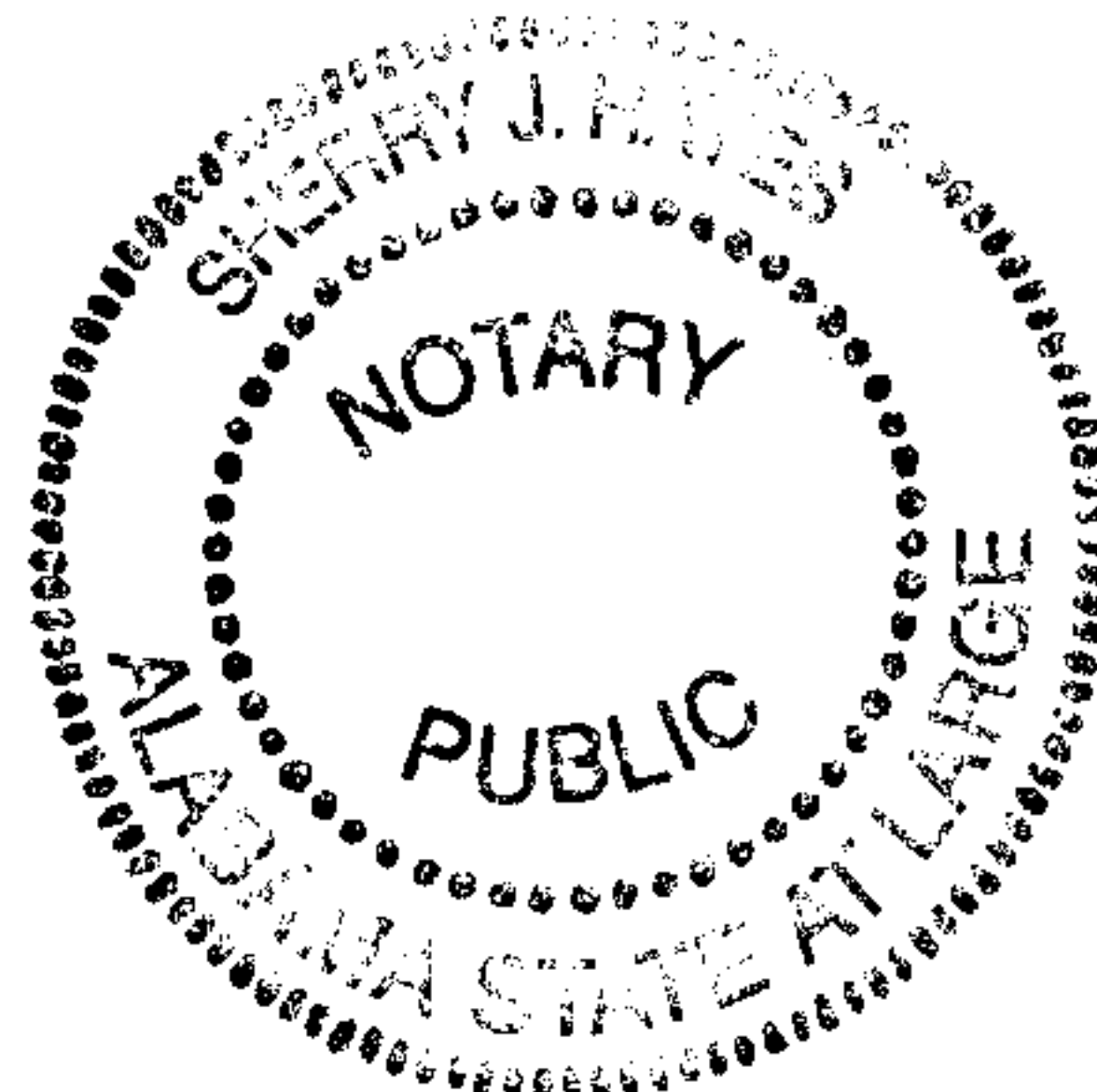
Prepared by:  
Clayton T. Sweeney, Attorney  
2700 Hwy. 280 E., Ste. 160  
Birmingham, AL 35223

## NOTARY ACKNOWLEDGEMENT

On this 20th day of October, 2010, I, Sherry J. Hayes, a Notary Public in and for said county and in said state, hereby certify that Leigh Putman, Assistant Vice President of Superior Bank, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and as her act on the day the same bears date.


Given under my hand and seal of office this 20th day of October, 2010.

  
Notary Public  
Commission expires: May 11, 2014




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**EXHIBIT A**  
**LEGAL DESCRIPTION**

  
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Lot 6A, according to a Resurvey, as recorded in Map Book 39, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama of Lots 4, 5 and 6, Bear Holler, Sector 1.

  
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*M8 DHS*