

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate & Modification of Next ARM Change Date)

This Loan Modification Agreement ("Agreement") is entered into and effective as of the 4th day of April, 2010, between Tyrus Sturgis ^{*unmarried} ("Borrower") and RBC Bank (USA) f/k/a RBC Centura Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 12/27/2007 and recorded 01/03/2008 in Book N/A Page N/A and re-recorded N/A in Book Page N/A of the County Records of Shelby, State of ^{Alabama} North Carolina, and (2) the adjustable rate note (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
Inst # 20080103000003190
4016 STONEHAVEN CIRCLE
BIRMINGHAM, AL 35244

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 04/01/2010, the outstanding principal balance payable under the Note and the Security Instrument will be U.S. \$260,737.94 (the "Unpaid Principal Balance"), consisting of the total sum of the unpaid amount(s) loaned to Borrower by Lender set forth below as the "Amortizing Principal Balance" and the "Deferred Principal Balance" which includes any interest and other amounts that have been capitalized. Borrower promises to pay the Unpaid Principal Balance as follows:
 - a. The Amortizing Principal Balance will be \$260,737.94. Interest will be charged on the Amortizing Principal Balance at the yearly rate of 3.00%, from 03/01/2010. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to pay the Amortizing Principal Balance in monthly installments of principal and interest in the amount of U.S. \$1,152.42 each, beginning on the 1st day of April, 2010. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again or until principal and interest are paid in full, whichever is earlier, except that, if not sooner paid, the final payment of the Amortizing Principal Balance and interest shall be due and payable on the Maturity Date as stated in the Note.
 - b. The Deferred Principal Balance will be \$0.00. Borrower promises to pay the Deferred Principal Balance, plus any unpaid part of the Amortizing Principal Balance and accrued interest, on or before the Maturity Date.
2. The adjustable interest rate Borrower will pay may change on the first day of 03/01/2012, and on the first day every 12th month thereafter. Each date on which the adjustable interest rate could change is called a "Change Date." Changes to the interest rate will be as set forth in the Note.
3. If on 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.

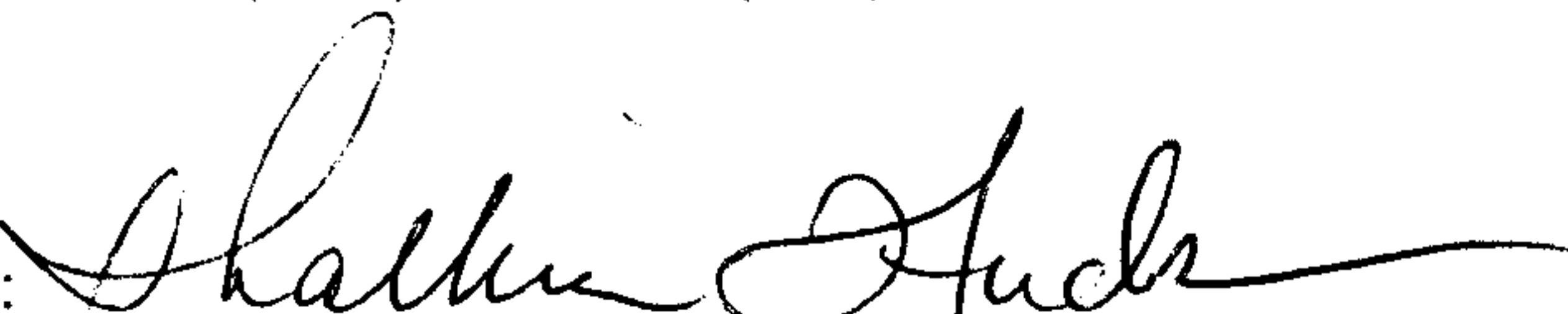
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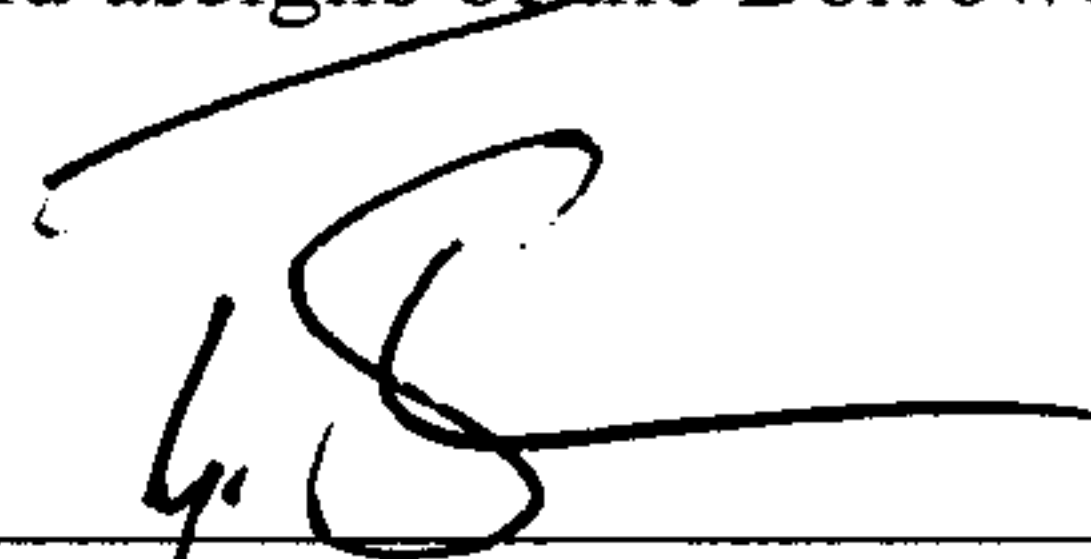
4. All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including where applicable, the Timely Payment Rewards rate reduction, as described in Paragraph 1 of the Timely Payment Rewards Addendum to Note and Paragraph A.1. of the Timely Payment Rewards Rider. By executing the Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled.
5. Borrower understands and agrees that:
 - a. All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - c. Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - d. 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.
 - e. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - f. Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

RBC Bank (USA)

(Seal)

By:


Bank Officer


Tyrus Sturgis

(Seal)

(Seal)

(Acknowledgments on Next Page)

20101129000398060 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
11/29/2010 12:59:07 PM FILED/CERT

(Individual)

State of Alabama
County of Jefferson

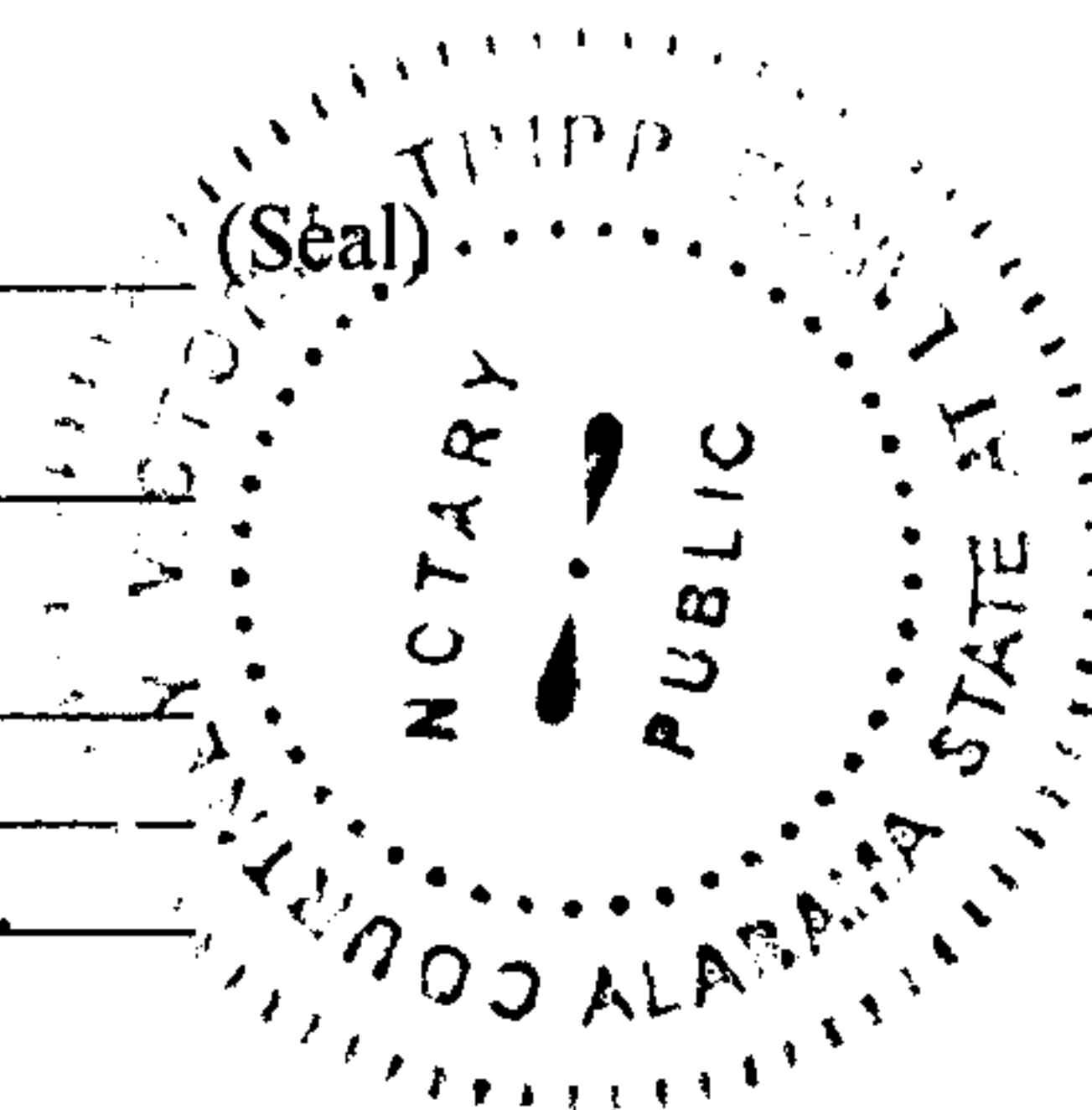
I certify that the following person (s) Tyres B. Sturgis and _____ personally appeared before me this day, and (☒ I have personal knowledge of the identity of the principal (s)) (☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity photograph in the form of a Driver's License (AL)) (☒ credible witness has sworn to the identity of the principal (s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: 4/2/10

Courtney V. Tripp

COURTNEY VICTORIA TRIPP
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 08, 2012

Typed/printed name: Courtney V. Tripp
Notary Public, State of: Alabama
(VA Notaries) Reg. No.: _____
My Commission Expires: 09-08-2012

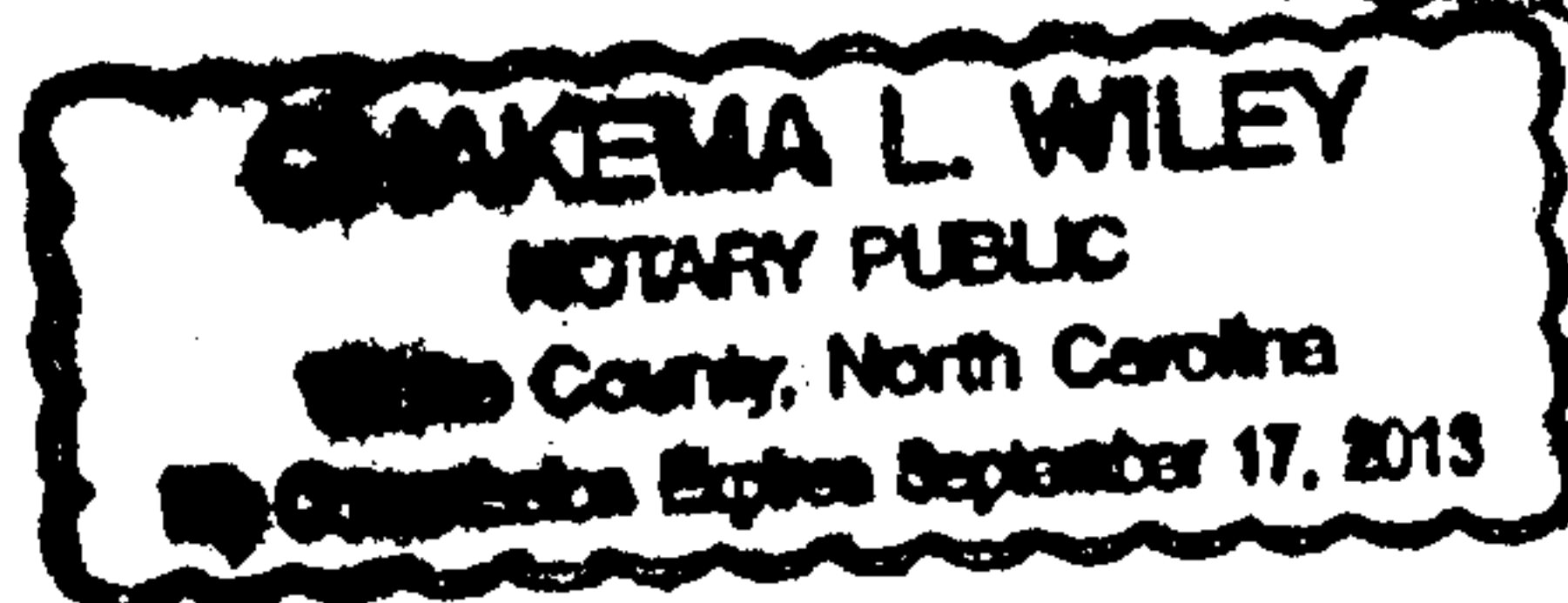
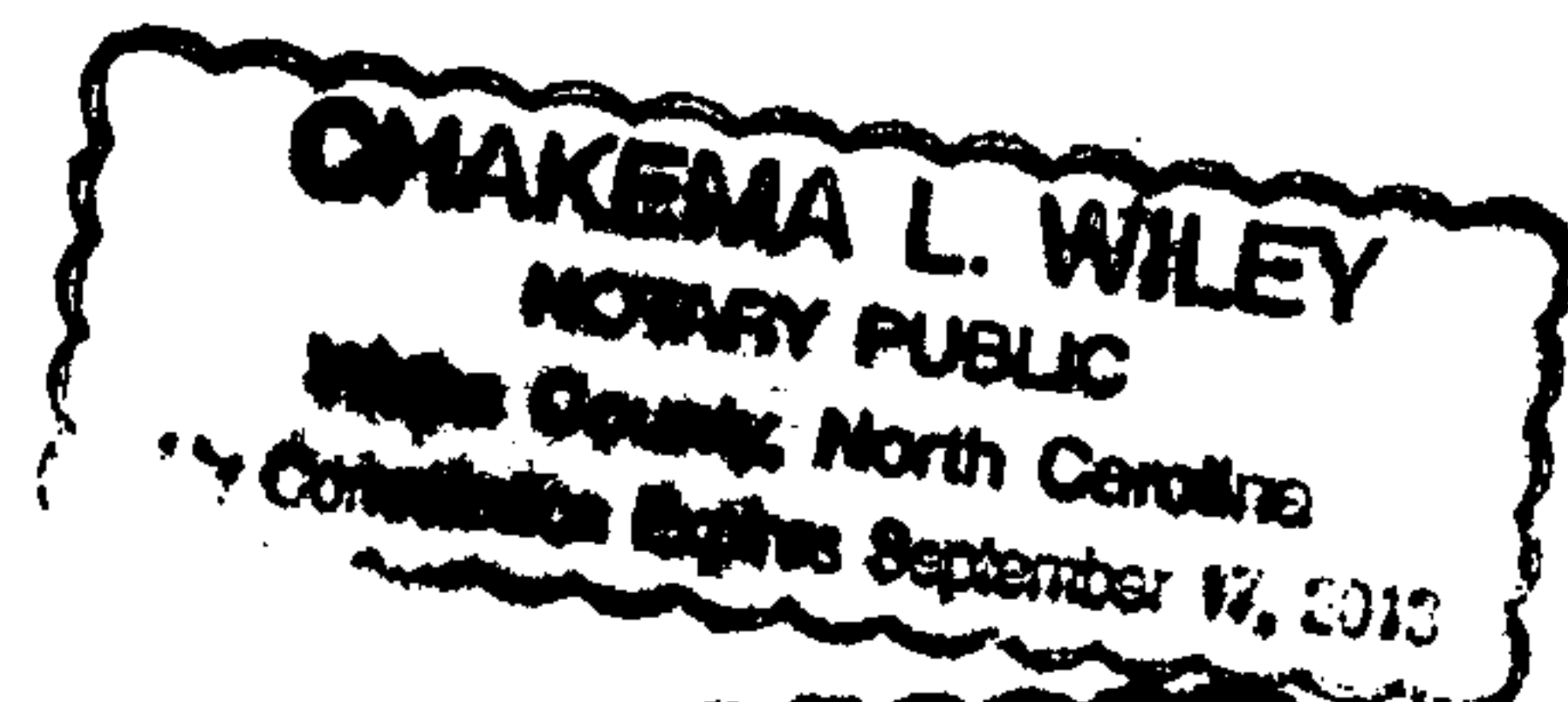


(Corporate)

State of North Carolina
County of Wake

I certify Shallina Hudson personally appeared before me this day and acknowledged that he or she is a Bank Officer of RBC Bank (USA), a North Carolina corporation. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Date: 4-28-10



Chakema L. Wiley

(Seal)

Typed/printed name: Chakema L. Wiley
Notary Public, State of: NC
(VA Notaries) Reg. No.: _____
My Commission Expires: 9-17-2013


20101129000398060 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
11/29/2010 12:59:07 PM FILED/CERT

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 2008010300003180, ID# 10-5-21-0-002-003.041, BEING KNOWN AND DESIGNATED AS:

LOT 36 ACCORDING TO THE SURVEY OF VALLEYBROOK PHASE IV AS RECORDED IN MAP BOOK 14 PAGE 84 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM CSABA GAJDOS AND CAROL BAIRD, HUSBAND AND WIFE AS SET FORTH IN INST # 2008010300003180 DATED 12/27/2007 AND RECORDED 01/03/2008, SHELBY COUNTY RECORDS, STATE OF ALABAMA.