



20101228000434570 1/4 \$392.10
 Shelby Cnty Judge of Probate, AL
 12/28/2010 01:32:01 PM FILED/CERT

Prepared by: Kimberly Seamette [Space Above This Line For Recording Date] _____
 Superior Bank Loan # 0023093446

Attn: Special Products Dept.
 425 Phillips Blvd.
 Ewing, NJ 08618

LOAN MODIFICATION AGREEMENT
 (Providing for Adjustable Rate Note)

This Loan Modification Agreement ("Agreement"), made this **October 1, 2010** between **Matthew Stephen Willis** ("Borrowers") and **Superior Bank** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 11, 2007** and recorded on April 13, 2007 as Instrument No. 20070413000172430 in the County Recorder's Office 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 **116 Bent Creek Drive, Chelsea, AL, 35043**, the real property described being set forth as follows:

See Exhibit "A" attached

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 **October 1, 2010**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. **\$247,349.00**, consisting of the unpaid amount(s) loaned to Borrowers by Lender plus any interest and other amounts capitalized. *Original loan amount \$ 236,400*
2. Borrowers promise 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%**, effective **October 1, 2010**. Borrowers promise to make interest-only payments in the amount of U.S. **\$1,030.62**, beginning on the first day of **November, 2010**, and continuing thereafter on the same day of each succeeding month until the next scheduled interest rate change date of **May 1, 2012** effective with the **June 1, 2012** payment and every 12 months thereafter and the payments will consist of principal and interest. If on **October 1, 2037**, I still owe amounts under this modification agreement, I will pay those amounts in full on that date, which is called the ("New Maturity Date"). The Borrowers will make such payments at:

Superior Bank
 425 Phillips Blvd.
 Ewing, NJ 08618

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowers are not natural persons and a beneficial interest in Borrowers is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument, without further notice or demand on Borrower.

4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are obligated to make under the Security Instrument
5. Borrowers understand and agree 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 Borrowers' 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) Borrowers have 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 Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - f) Borrowers agree 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 Borrowers.

(Seal)
-Lender

By: Mark Kelbaugh
Mark Kelbaugh, Authorized Representative

Matthew Stephen Willis (Seal)
Matthew Stephen Willis

Jeff King Wilkins (Seal)



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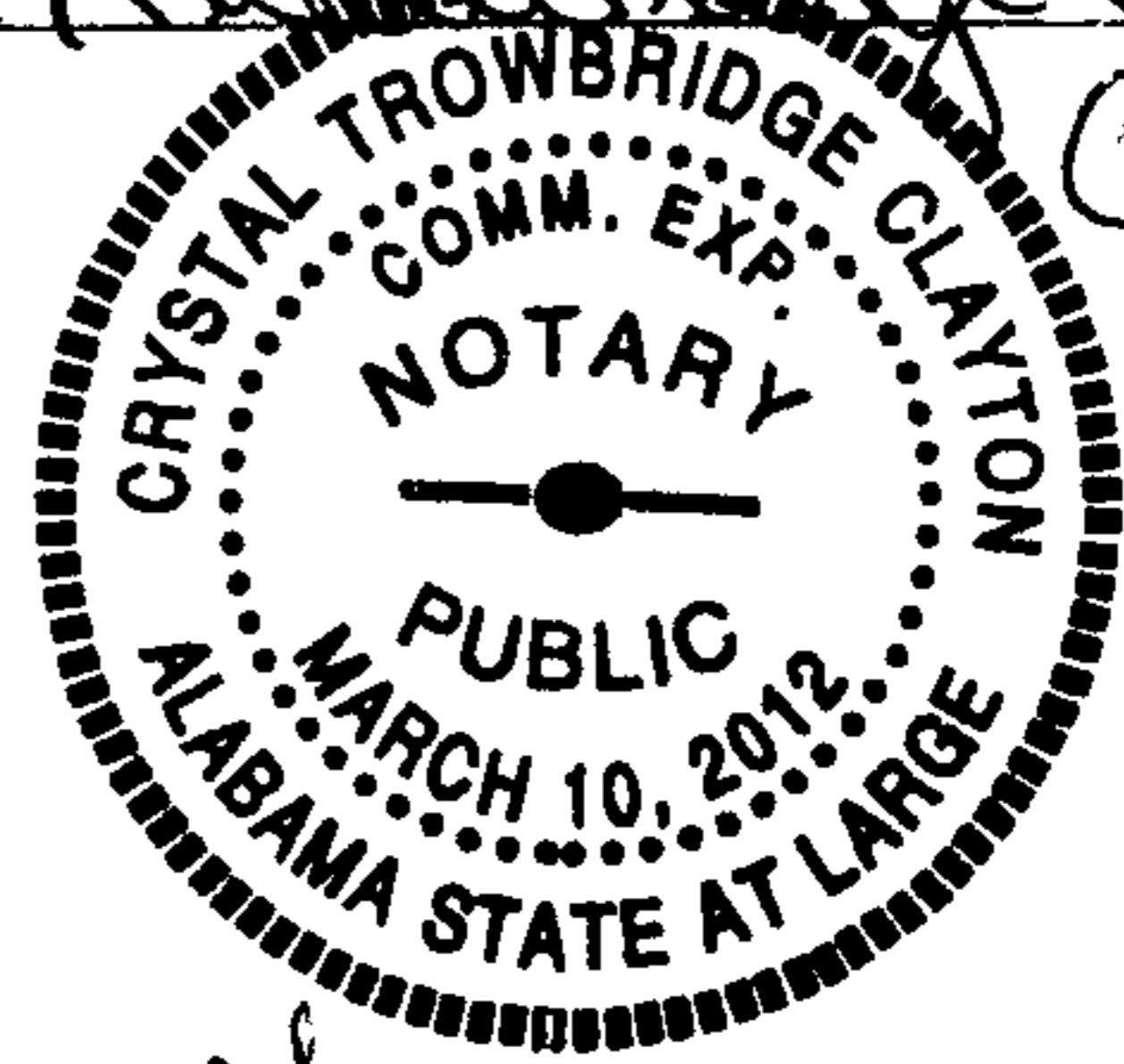
[Space Below This Line For Acknowledgements]

STATE OF Alabama
COUNTY OF Shelby

SS:

BE IT REMEMBERED THAT, on this 15th day of October, 2010, before me, the subscriber named below, personally appeared **Matthew Stephen Willis** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Crystal Trowbridge Clayton
Notary Public C. Clayton



STATE OF NJ
COUNTY OF Mercer

SS:

The foregoing instrument is hereby acknowledged before me this 23rd day of NOV, 2010 by **Mark Kelbaugh**, an Authorized Representative of **Superior Bank** on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

[Signature]
Notary Public

KIMBERLY D. JEANNETTE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 7, 2013



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EXHIBIT A


SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 4, ACCORDING TO THE SURVEY OF BENT CREEK SUBDIVISION,
SECTOR 1, AS RECORDED IN MAP BOOK 36, PAGE 23, IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO MATTHEW
STEPHEN WILLIS AND JENNIFER J. WILLIS FROM G AND S
CONSTRUCTION, LLC, A LIMITED LIABILITY COMPANY BY DEED DATED
04/11/07 AND RECORDED 04/13/07 IN INSTRUMENT NUMBER
20070413000172420, IN THE LAND RECORDS OF SHELBY COUNTY,
ALABAMA.

Permanent Parcel Number: 141121002004000
MATTHEW STEPHEN WILLIS AND JENNIFER J. WILLIS, AS JOINT TENANTS, WITH
RIGHT OF SURVIVORSHIP

116 BENT CREEK DRIVE, CHELSEA AL 35043
Loan Reference Number : 0023093446
First American Order No: 40783909
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

 **WILLIS**
42982011
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

AL

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

