


Recording Requested by
Guaranty Trust Company


20110112000011270 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
01/12/2011 12:18:36 PM FILED/CERT

AND WHEN RECORDED MAIL TO:

316 Robert Rose Drive
Murfreesboro, TN 37129

BOA Loan: **229204537**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made this 23rd day of **December, 2010**, between **Steven G. Allen and Donna J. Allen** (the "Borrower(s)") and **Guaranty Trust Company, Mortgage Electronic Registration Systems, Inc.** (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 19, 2010 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors, P.O Box 2026, Flint, Michigan 48501 – 2026 and recorded in Book or Liber 2010-1-17-0000124930 of the County of **Shelby**, State of **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:

3532 Pinewoods Trace, Birmingham, AL 35216

(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 to modify the Security Instrument as follows:

Maturity Date to be December 1, 2025

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and **Guaranty Trust Company** shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Guaranty Trust Company

[Signature]
Vicky West, Vice President

[Signature]
Steven G. Allen (borrower)

[Signature]
Donna J. Allen (borrower)

Mortgage Electronic Registration Systems, Inc.
(Mortgagee)

[Signature]
Vicky West, Vice President
MERS Authorized Representative

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ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama)
COUNTY OF Shelby) SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared **Steven G. Allen and Donna J. Allen**, known to me or proved to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

23rd day of December
2010
[Signature]
Notary Public

(SEAL)

STATE OF Tennessee)
COUNTY OF Rutherford) SS.

On this **23rd day of December, 2010**, before me, Susan Toombs, Notary Public, personally appeared **Vicky West**, personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that **he/she** executed the same in his authorized capacity, and that by **his/her** signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

[Signature]
Notary Public
Commission Expires: 6/3/2012



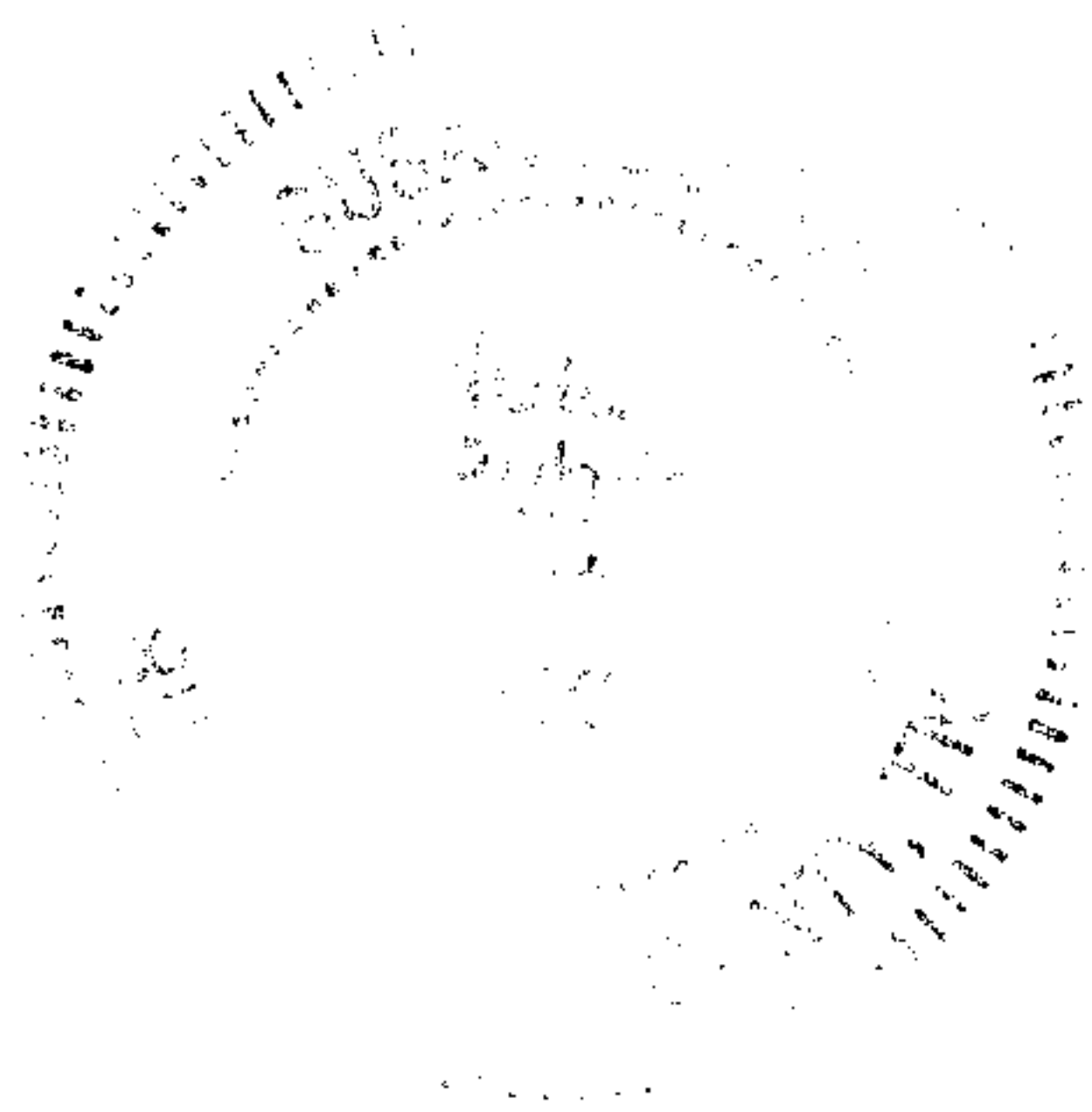
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STATE OF Tennessee)
)
COUNTY OF Rutherford) SS.

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WITNESS my hand and official seal.


(SEAL)



Susan Toombs
Notary Public

Commission Expires:
6/3/2012

Exhibit "A"


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Lot 9, according to the Survey of Pineywood Forest, as recorded in Map Book 9, Page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Shelby County, AL 01/12/2011
State of Alabama
Deed Tax: \$160.95