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

Prepared by: Halima Paylor, Fulfillment Specialist
Company: RBC Bank (USA)
Address: 3201 Beechleaf Court, Suite 200, Raleigh, NC 27604
Telephone: 1-866-777-2179

**LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)**

This Loan Modification Agreement ("Agreement") is entered into and effective as of the 23 day of Sept 2010, between Robert Miller Single person; ("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 09/29/08 and recorded 10/09/08 in Book 20081009000400030 Page n/a and re-recorded n/a in Book Page n/a of the County Records of Shelby, State of Alabama, 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, Property address, property city state zip.

The real property described being set forth as follows:

Lot 192, according to the survey of Amended Map of Phase 11 Weatherly Warwick Village Sector 17 as recorded in map book 22, page 67, Shelby County, Alabama Records

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 10/01/10, the outstanding principal balance payable under the Note and the Security Instrument will be U.S. \$151,085.55 (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 \$151,085.55. Interest will be charged on the Amortizing Principal Balance at the yearly rate of 6.750%, from 09/01/10. The interest rate Borrower will pay will change to 6.750 % for 14 months; and, then 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. \$1,001.08 each, beginning on the 1st day of October,, 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 \$n/a. Borrower promises to pay the Deferred Principal Balance, plus any unpaid part of the Amortizing Principal Balance and accrued interest, on of before the Maturity Date.
2. 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.
3. 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.
4. 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.

[Space Below This Line For Individual Acknowledgement]

Robert Miller (Seal) _____ (Seal)

Robert Miller

Signed, acknowledged and delivered in the presence of:

_____ (Seal) _____ (Seal)

Witness Witness

State of Alabama
County of Shelby

I certify that the following person (s) Robert Miller 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 _____ (____) 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:

Witness my hand and official seal, this 23 day of September, 2010.


Jill Blackburn Autrey (Seal) _____ (Seal)

Notary Signature Witness

Typed/printed name: Jill Blackburn Autrey
Notary Public, State of: Alabama
(VA Notaries) Reg. No.: _____
My Commission Expires: February 9, 2013

(Official Seal)

JILL BLACKBURN AUTREY
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 9, 2013


20110325000094580 2/3 \$36.90
Shelby Cnty Judge of Probate, AL
03/25/2011 11:20:40 AM FILED/CERT



20110325000094580 3/3 \$36.90
Shelby Cnty Judge of Probate, AL
03/25/2011 11:20:40 AM FILED/CERT

[Space Below This Line For Corporate Acknowledgement]

Shameka Herring (Seal) Team Lead
Authorized Signer (Lender); Title

Signed, acknowledged and delivered in the presence of:

[Signature] (Seal)
Witness

Witness (Seal)

State of NC
County of Robeson

I certify Shameka Herring 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.

Witness my hand and official seal, this 10th day of February, 2011

[Signature] (Seal)
Notary Signature

[Signature] (Seal)
Witness

Typed/printed name: Susan Rozier
Notary Public, State of: NC
(VA Notaries) Reg. No.: _____
My Commission Expires: 2-16-15

(Official Seal)

