
20110329000098690 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
03/29/2011 03:26:45 PM FILED/CERT

Recording Requested by |
360 Mortgage Group, LLC |
AND WHEN RECORDED MAIL TO: |
360 Mortgage Group, LLC
8310 Capital of Texas Hwy # 165 |
Austin, TX 78731 |

| Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

Lenders Loan Number: 10018214

MIN: 1002238-0224708990-5 MERS Phone: 1-888-679-6377

This Loan Modification Agreement (the "Agreement"), made this **February 1, 2011**, between **David Fiorella** (the "Borrowers") and **360 Mortgage Group, LLC, Mortgage Electronic Registration Systems, Inc.** (Mortgagee) amends and supplements the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **November 8, 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 under Instrument # 20101116000384730, of the County of Shelby, State of Alabama ("the Security Instrument), and covering the real property specifically describe as follows:

See Attached Exhibit "A"

This property is more commonly known as:

101 Crest Drive
Westover, AL 35147

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

Lower the loan amount to 188,200 with the monthly P&I lowered to \$1,368.63


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 **360 Mortgage Group, LLC** 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.

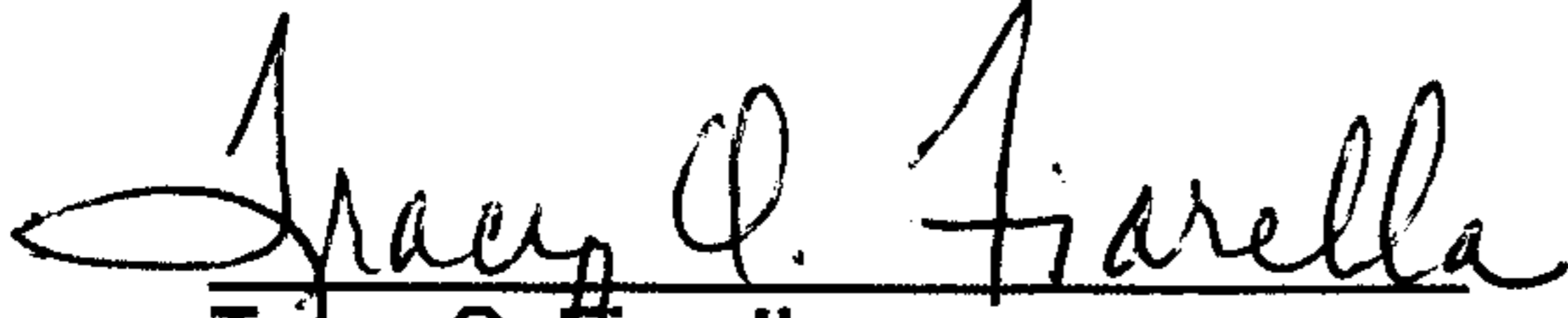


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360 Mortgage Group, LLC

Andrew Weiss-Malik, Vice President


David Fiorella


Tracy O. Fiorella

Mortgage Electronic Registration Systems, Inc.


Andrew Weiss-Malik, Vice President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



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_____[Space Below This Line For State Specific Acknowledgments]_____

Revision Date 11/10

STATE OF Alabama

) SS.

COUNTY OF Shelby

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **David Fiorella** 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 10th of March, 2011

Notary Public
(SEAL)

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 8, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF Alabama

) SS.

COUNTY OF Shelby

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Tracy O. Fiorella** 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 10th of March, 2011.

Notary Public
(SEAL)

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 8, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS**



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STATE OF Texas

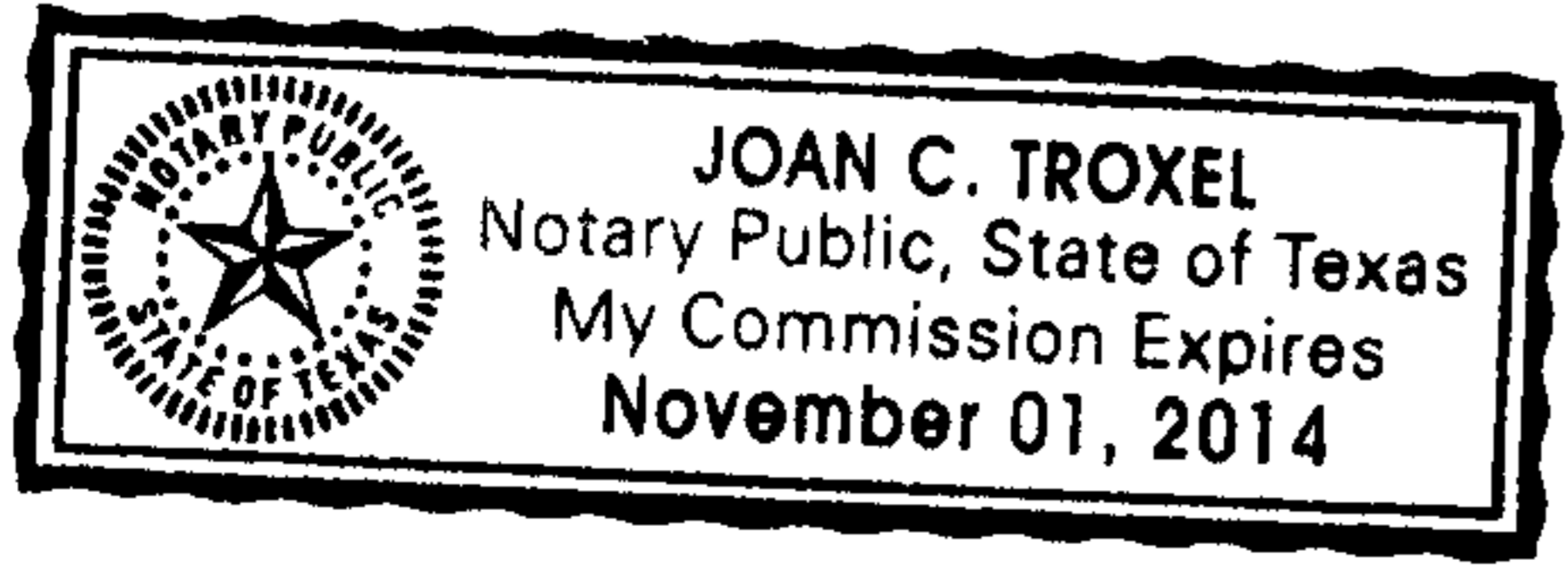
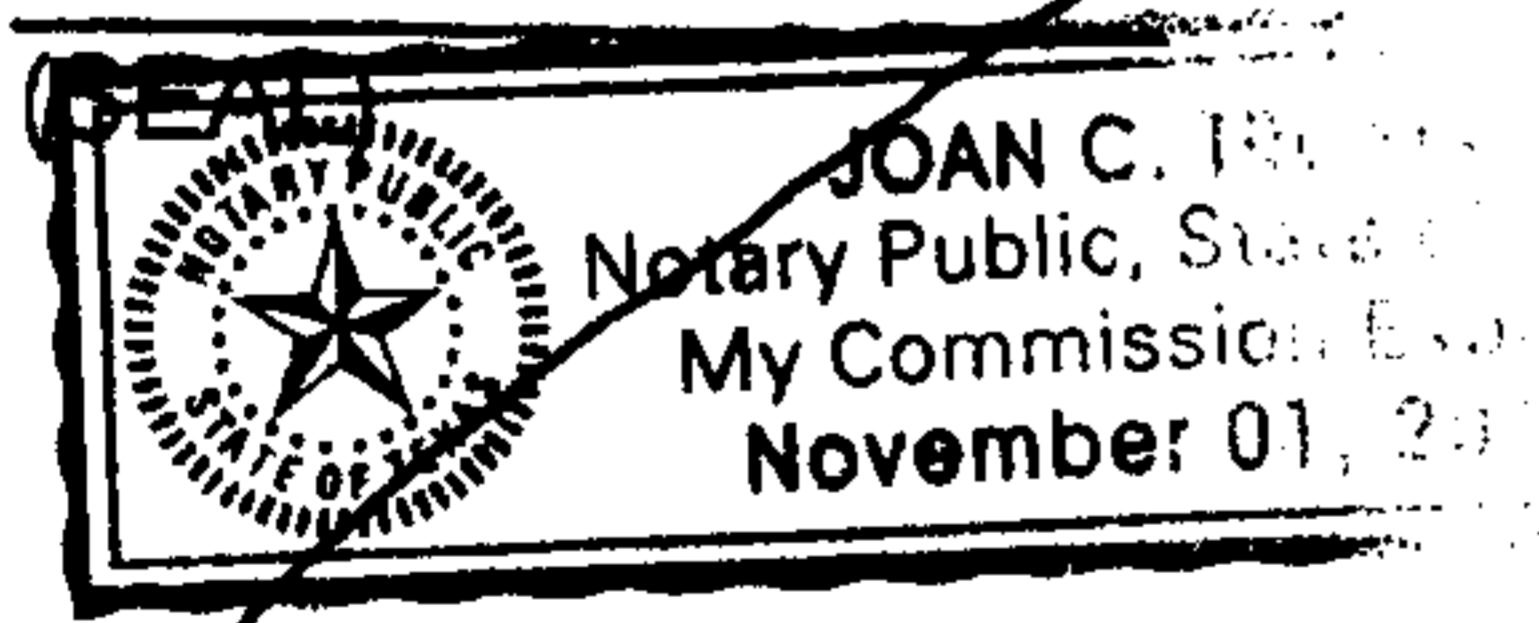
) SS.

COUNTY OF Travis

On this 11TH of MARCH, 2011, before me, **Joan Troxel**, Notary Public, personally appeared **Andrew Weiss-Malik**, 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.
Joan Troxel
Notary Public

Commission Expires:





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Date: NOVEMBER 8, 2010

Property Address: 101 CREST DRIVE
WESTOVER, ALABAMA 35147

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 33, according to the Survey of Carden Crest, as recorded in Map Book 35, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

A.P.N. # : 089290003009000