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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN: 1000467-3001169139-7

MERS tel. (888) 679-MERS

This Loan Modification Agreement ("Agreement"), made this **2nd** day of **September 2011**,
between **Russell K McMillan and Lynn W McMillan, Husband and Wife**

RBC Bank (USA), A Corporation ("Borrower"),
and Mortgage Electronic Registration Systems, Inc. ("MERS") ☒ ("Mortgagee") ☐ ("Beneficiary"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **April 29, 2011** and recorded in Book or Liber
*, at page(s) , of the **Judge of Probate** Records of
[Name of Records]

Shelby County, Alabama,
[County and State, or other Jurisdiction]

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

5376 Pineywood Road
Birmingham, AL 35242

[Property Address]

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

MULTISTATE-MERS
ITEM 7134L1 (120710)
101-401-1169139P

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(Page 1 of 4)
3001169139

*Instrument 20110504000135360

the real property described being set forth as follows:

Lot 6AA, according to the Survey of Pineywood Estates, as recorded in Map Book 42, Page 59, in the Probate Office of Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record.
The proceeds of this loan have been applied to the purchase price of the property herein conveyed to mortgagors and closed simultaneously herewith.

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 **September 02, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$223,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises 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 **3.3750%**, from **September 02, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,580.53**, beginning on the **1st** day of **October 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.3750%** will remain in effect until principal and interest are paid in full. If on **September 01, 2026** (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. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower 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 Borrower 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails 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. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) 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 this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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) 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.
- (d) 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.
- (e) 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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the** ☒ **Mortgagee** ☐ **Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

By signing this Agreement, Borrower acknowledges receipt of pages 1 through 4 of this Agreement.

RBC Bank (USA)

(Seal)
-Lender

By: Christopher Lohman, Vice President

Christopher Lohman

Mortgage Electronic Registration Systems, Inc.
Nominee for Lender

Russell K. McMillan

Russell K McMillan

(Seal)
-Borrower

Lynn W. McMillan

Lynn W McMillan

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

ACKNOWLEDGMENT



20110907000265330 5/5 \$25.00
Shelby Cnty Judge of Probate, AL
09/07/2011 03:33:59 PM FILED/CERT

State of

County of

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
Russell K McMillan, Lynn W McMillan
whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged
before me on this day, that, being informed of the contents of the instrument, he/she/they executed the
same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 2nd day of September 2011

Notary Public

Exp: 11/5/2013

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that
Christopher Lohman, whose name as
Vice President of RBC Bank (USA), a corporation, is signed
to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being
informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 2nd day of September 2011

Notary Public

Mortgage Electronic Registration Systems, Inc.

GINGER CATHLYN HARRISON
Notary Public, Alabama State At Large
My Commission Expires Sep. 23, 2014

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that
Susan Johnson, whose name as Vice President
of Mortgage Electronic Registration Systems, Inc. (MERS), is signed to the foregoing conveyance, and who
is known to me, acknowledged before me on this day, that, being informed of the contents of the
conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act
of said corporation.

GIVEN under my hand and official seal this the 2nd day of September 2011

Notary Public

GINGER CATHLYN HARRISON
Notary Public, Alabama State At Large
My Commission Expires Sep. 23, 2014

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