

Prepared by:
Clayton T. Sweeney, Attorney
2700 Hwy. 280 E., Ste. 160
Birmingham, AL 35223



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Shelby Cnty Judge of Probate, AL
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LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

MIN: 1000467-3001004522-3

MERS tel. (888) 679-MERS

This Loan Modification Agreement ("Agreement"), made this **26th** day of **October 2011**,
between **James W. Blackstone and Tama M. Blackstone, 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") dated
March 26, 2010 and recorded in Book or Liber *****, at page(s) _____, of the
Judge of Probate _____ Records of **Shelby County, Alabama**,
[Name of Records] [County and State, or other jurisdiction]

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 **2021 Springhill Court, Birmingham, AL 35242**

[Property Address]

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Form 3161 06/06 (rev. 01/09)

MULTISTATE-MERS
ITEM 2055L1 (111710)
101-401-1045221P

GreatDocs®
(Page 1 of 4)
3001004522

* Instrument No. 20100326000088990

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof for legal description.
Parcel ID#: 09-2-09-0-016-016.000

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 **October 26, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$805,000.00**, 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 **5.0000%**, from **October 26, 2011**. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. **\$4,321.41**, beginning on the **1st** day of **December 2011**. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the **1st** day of **November 2041**, which is the present or extended Maturity Date.
3. 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.
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) 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



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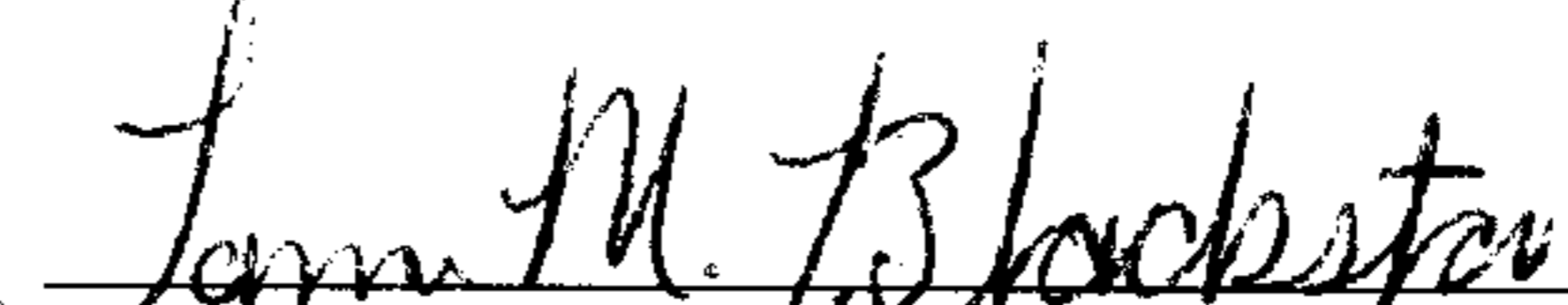
By: Christopher Lohman, Vice President



Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Susan Johnson



James W. Blackstone (Seal)
-Borrower



Tama M. Blackstone (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

ACKNOWLEDGMENT



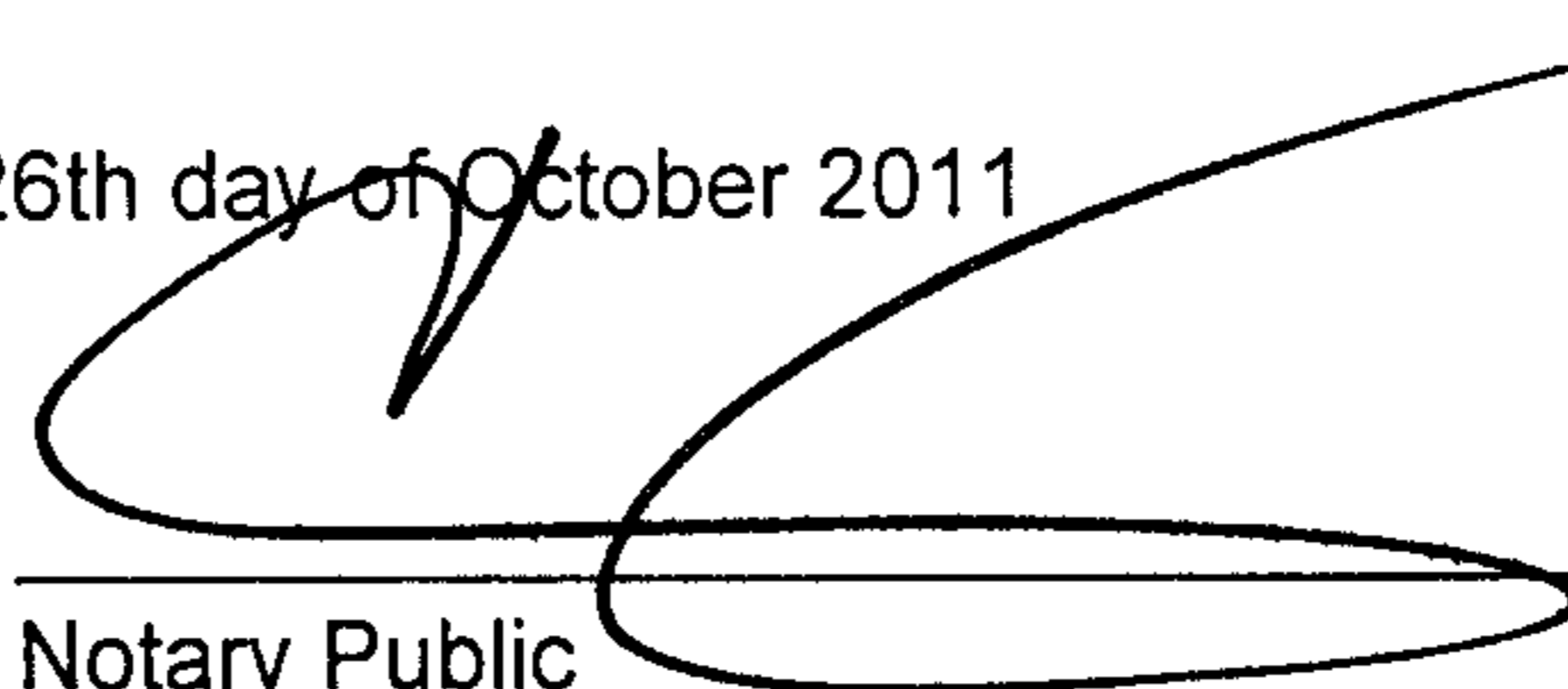
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State of

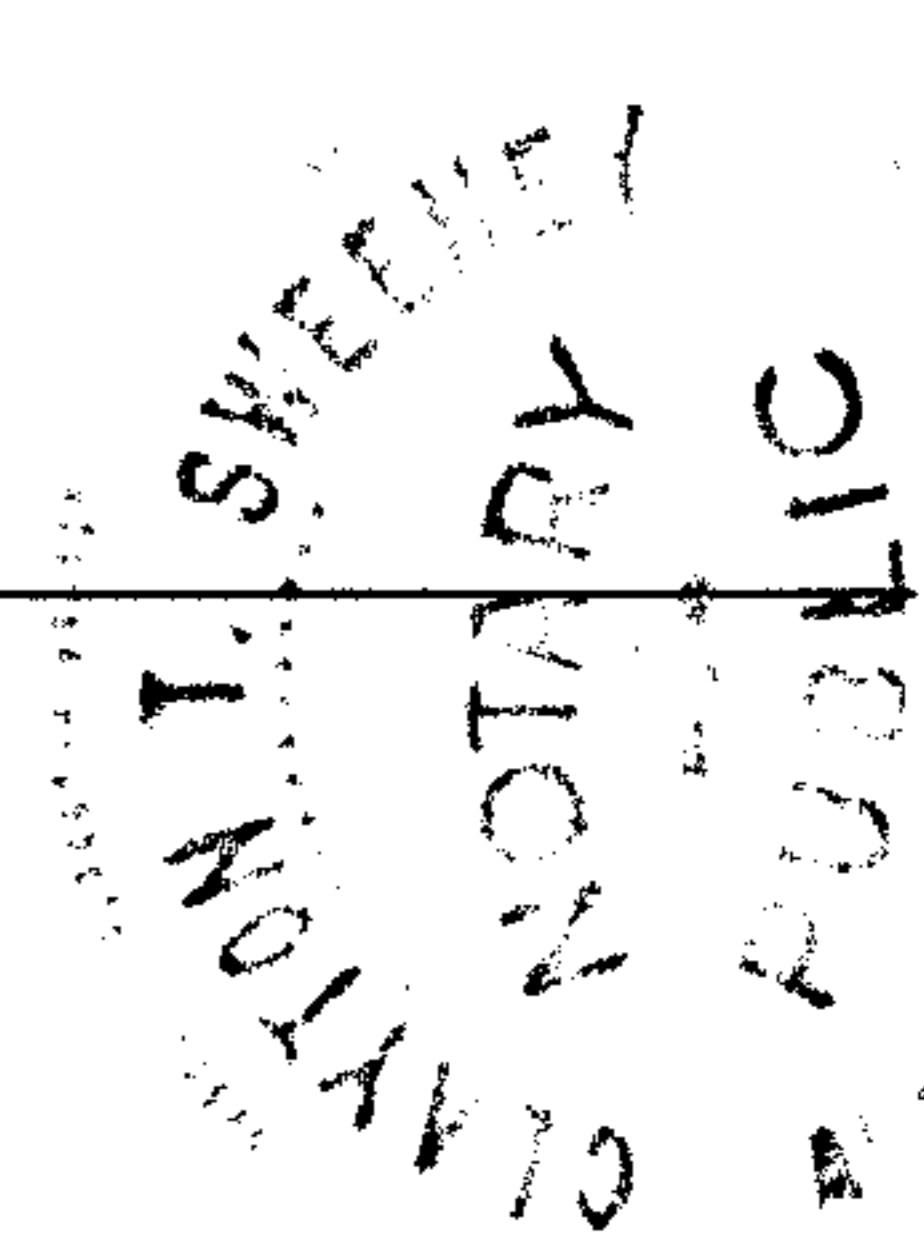
County of

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James W. Blackstone, Tama M. Blackstone 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 26th day of October 2011



Notary Public

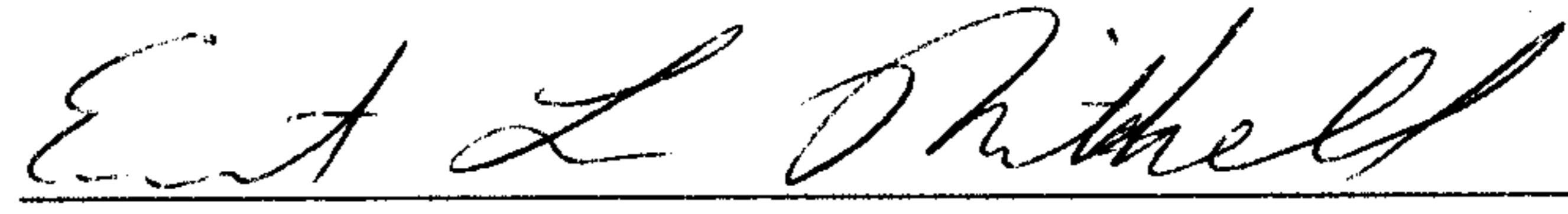


State of Alabama

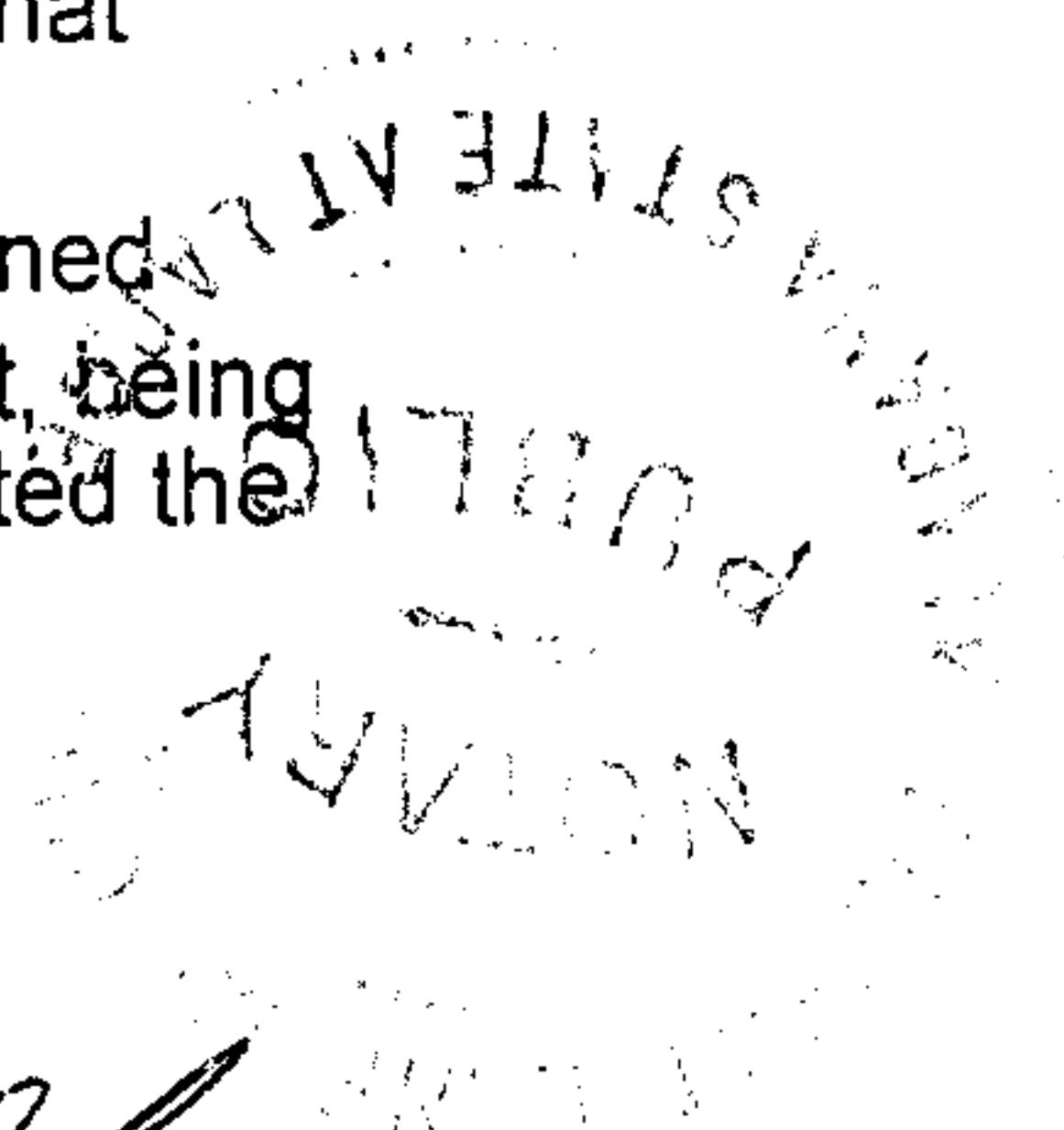
County of Jefferson

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 26th day of October 2011



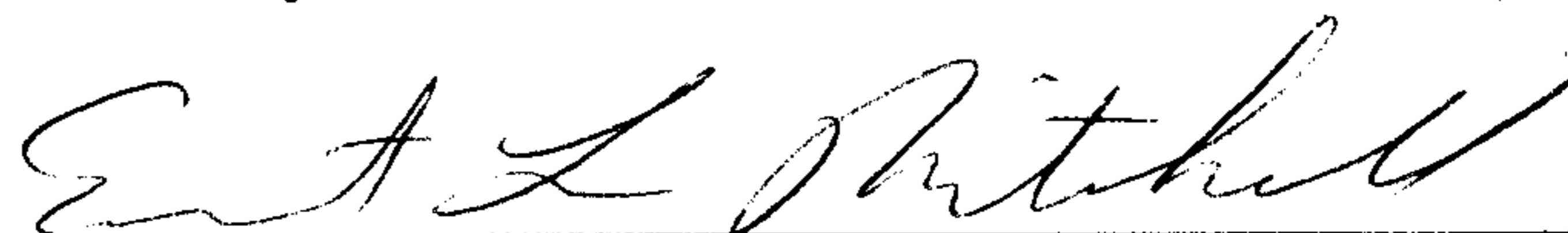
Notary Public



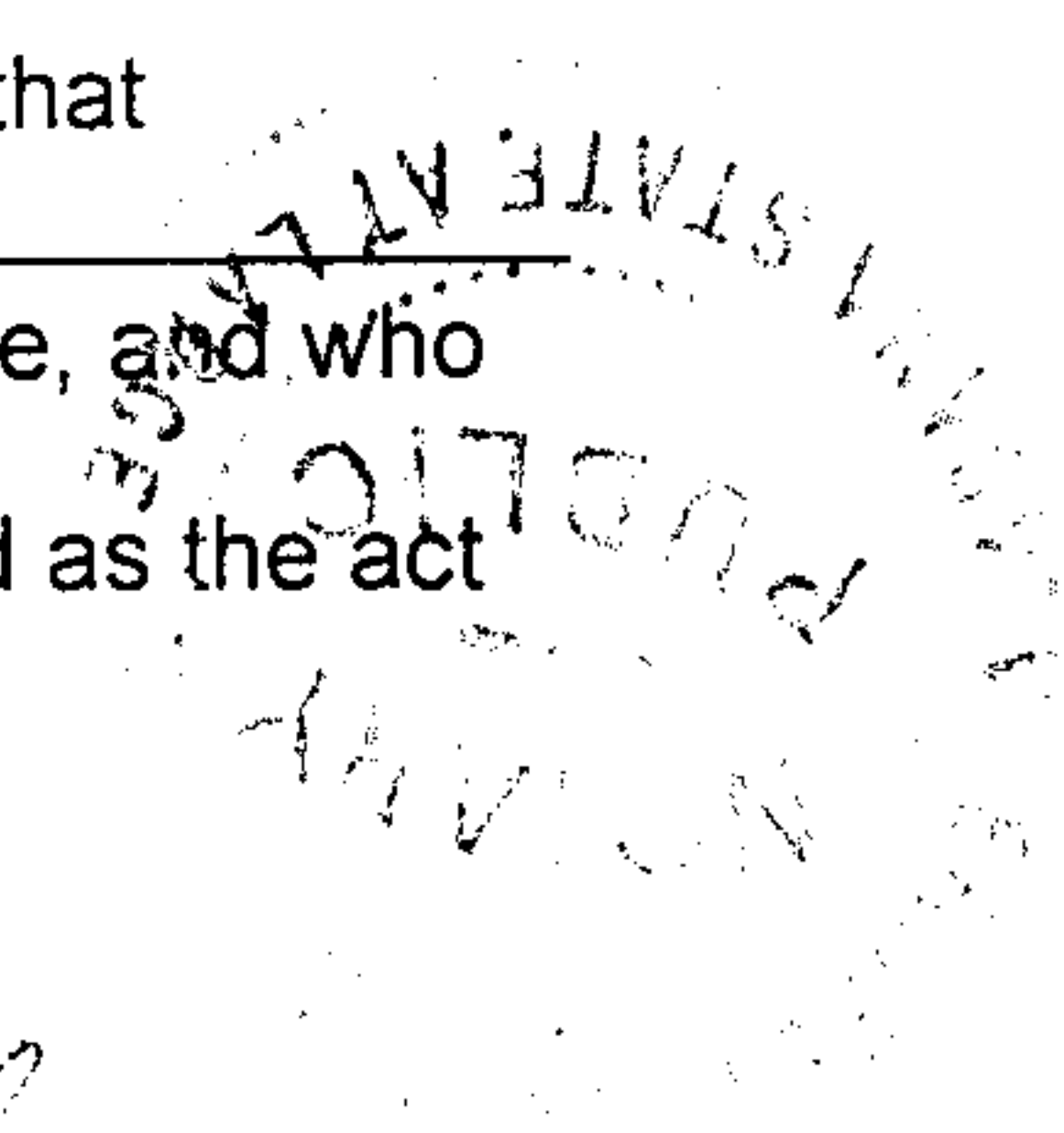
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 4, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 26th day of October 2011



Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 4, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

"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, or Grantee 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.

EXHIBIT A
LEGAL DESCRIPTION

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Lot 3216, according to the Map of Highland Lakes, 32nd Sector, an Eddleman Community, as recorded in Map Book 35, Page 23, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument No. 20050609000280550 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").