

This Document Prepared By:
CARRIE CONLEY
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To: **REBEKKA CASSABON**
~~FIRST AMERICAN TITLE PNC~~
~~ATTN: LMTS~~ **3232 NEWMARK DR, BLDG 6**
~~P.O. BOX 27670~~ **MIAMISBURG, OH 45342**
~~SANTA ANA, CA 92799-7670~~ **2012-11-13-01-1**

Source of Title:

Tax/Parcel No. 15 6 13 0 000 011.004

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Original Principal Amount: \$400,000.00

Investor Loan No.:

Unpaid Principal Amount: \$286,250.00

Loan No: 1000068218

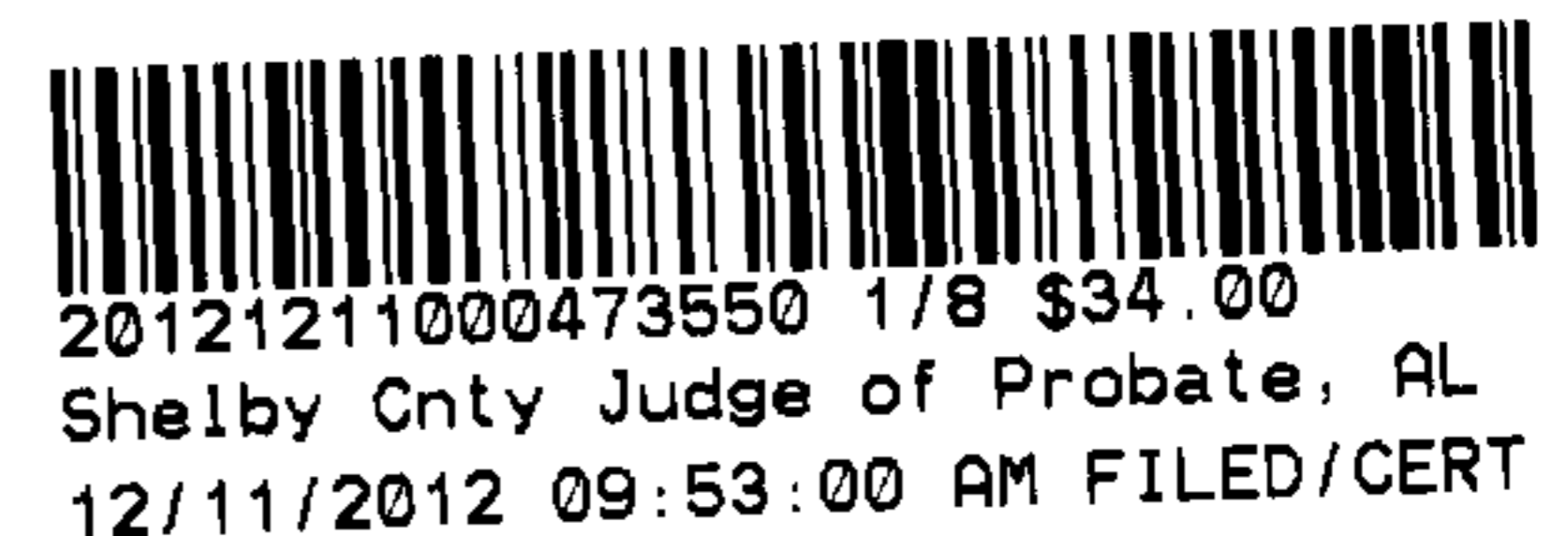
New Principal Amount \$286,250.00

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **31ST** day of **AUGUST, 2012**, between **WILLIAM W ANNONIO A MARRIED MAN, SANDRA S ANNONIO A MARRIED WOMAN** ("Borrower") whose address is **303 CHELSEA RIDGE LANE, COLUMBIANA, ALABAMA 35051** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JANUARY 18, 2012** and recorded on **JANUARY 26, 2012** in , of the **OFFICIAL** Records of **SHELBY COUNTY, 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


303 CHELSEA RIDGE LANE, COLUMBIANA, ALABAMA 35051
(Property Address)

the real property described being set forth as follows:

LOT 5-A, ACCORDING TO RESUBDIVISION OF TRACT 5 OF CHELSEA RIDGE RESURVEY AS RECORDED IN MAP BOOK 33, PAGE 108 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$286,250.00**, 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 **2.7500%** from **SEPTEMBER 1, 2012**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$1,942.56** beginning on the **1ST** day of **OCTOBER, 2012**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **SEPTEMBER 1, 2027**.



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Shelby Cnty Judge of Probate, AL
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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.
- 6. By this paragraph, **Lender is notifying Borrower that** any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items. .
- 7. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt**
- 8. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.


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In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Laura Gerami, AVP
By **Laura Gerami** (print name)
Assistant Vice President (title)

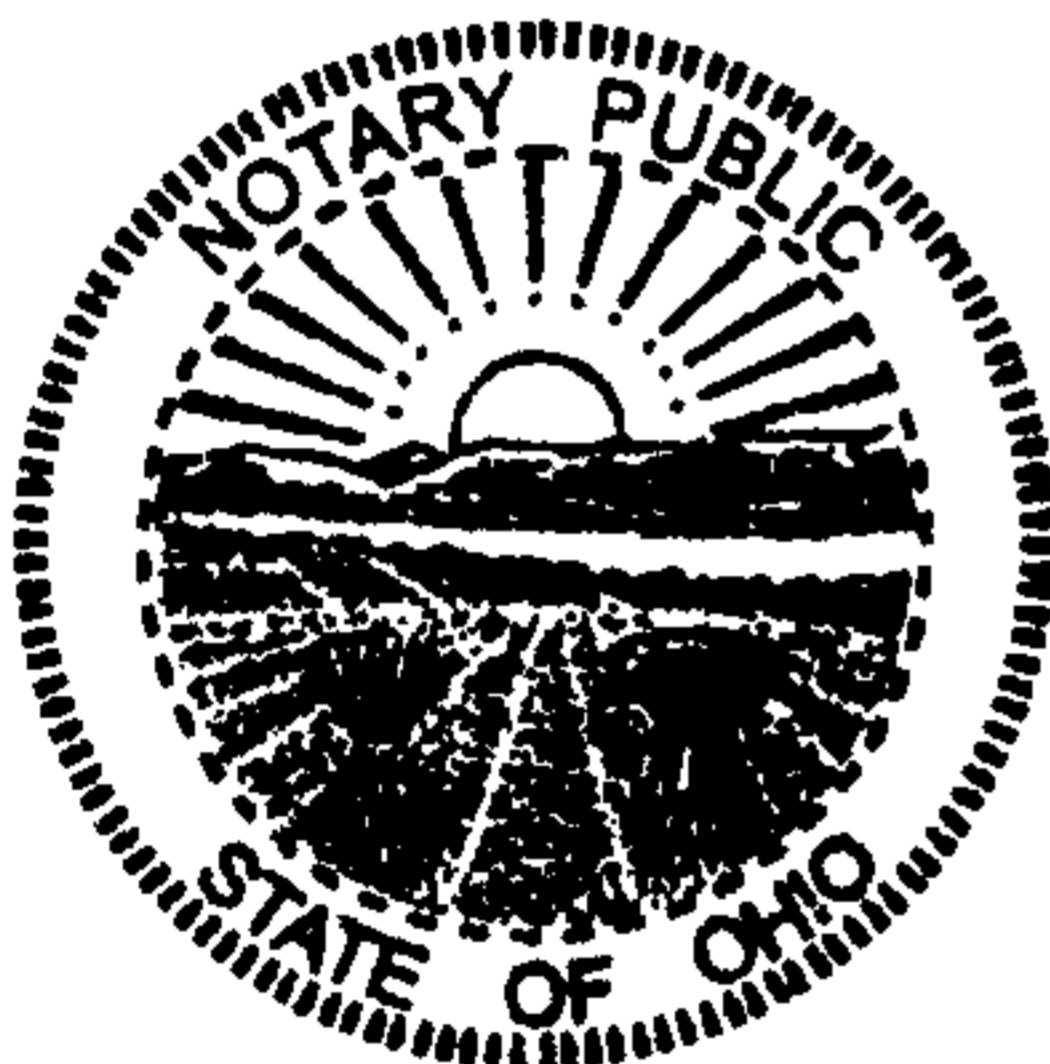
10/1/12
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of OHIO
County of MONTGOMERY

The foregoing instrument was acknowledged before me this 1st day of October 2012
(date) by **LAURA GERAMI**, the **ASSISTANT VICE PRESIDENT** of **PNC MORTGAGE, A DIVISION**
OF PNC BANK, NATIONAL ASSOCIATION, a _____
corporation, on behalf of the corporation



DIANA M KOESTERS
Notary Public, State of Ohio
My Commission Expires
March 31, 2016

Diana M. Koesters
(Signature of person taking acknowledgment)

Notary Public
(Title or rank)


2011 RE 367842
(Serial Number, if any)

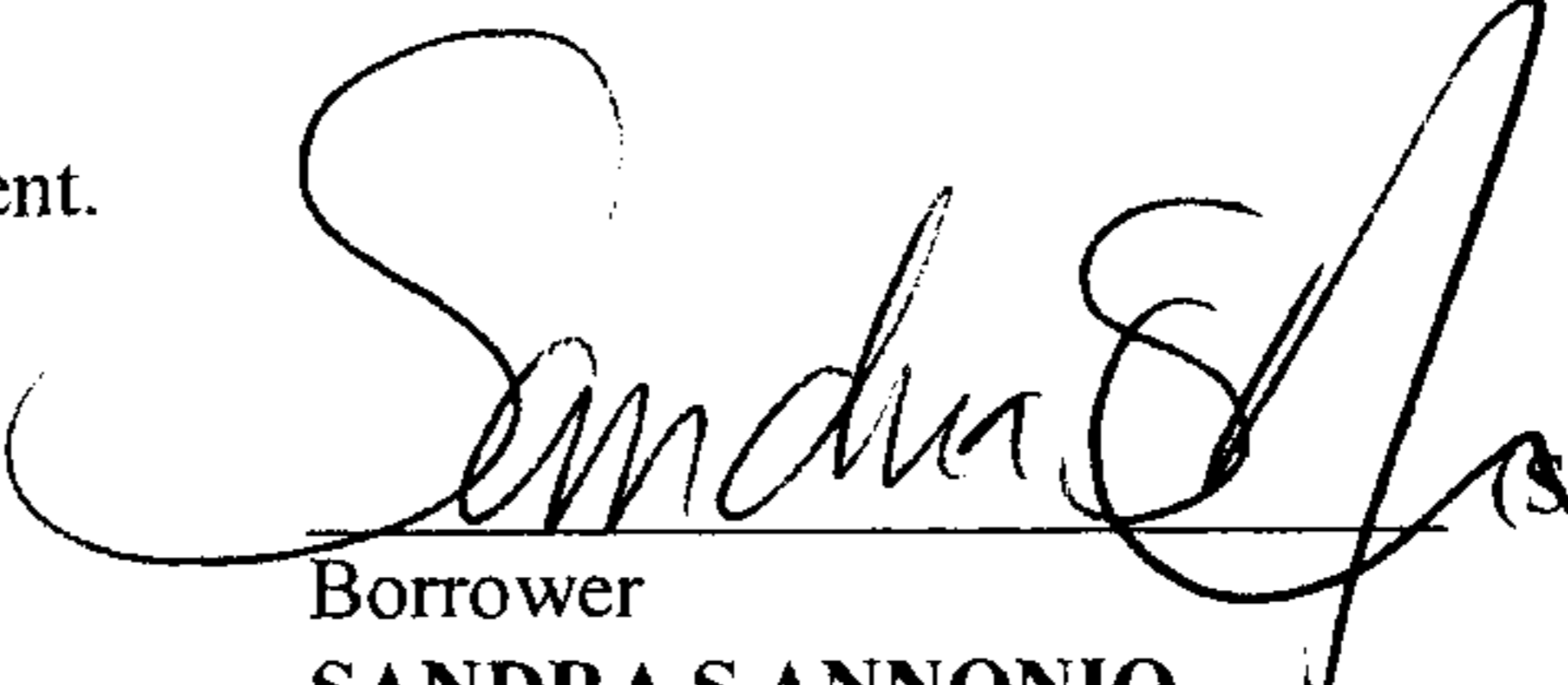
This instrument was prepared by:
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342



20121211000473550 5/8 \$34.00
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In Witness Whereof, I have executed this Agreement.

 (Seal)
Borrower
WILLIAM W ANNONIO
Date 9/17/12

 (Seal)
Borrower
SANDRA S ANNONIO
Date _____

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date


[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT


The State of ALABAMA)
SHELBY County)

I, JAN WALLACE hereby certify that WILLIAM W. ANNONIO
SANDRA S. ANNONIO
WILLIAM W ANNONIO, SANDRA S ANNONIO whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of SEPT., 2012.


(Style of Officer)

My Commission Expires 3/11/2014


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Date: AUGUST 31, 2012

Loan Number: 1000068218

Lender: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Borrower: WILLIAM W ANNONIO, SANDRA S ANNONIO


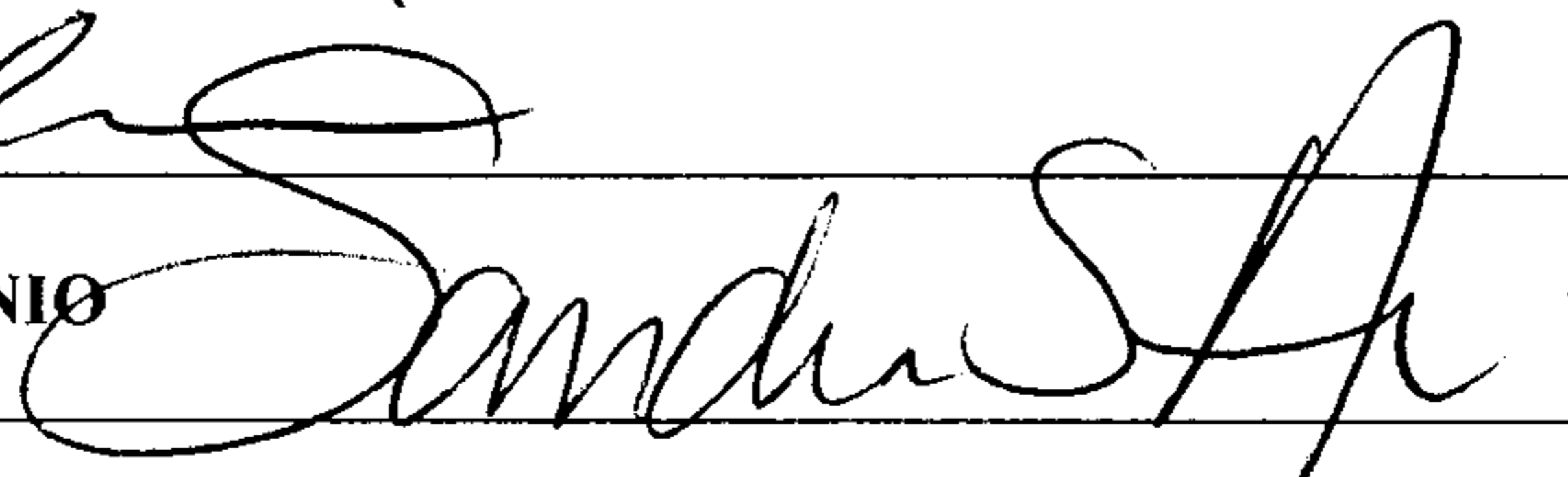
Property Address: 303 CHELSEA RIDGE LANE, COLUMBIANA, ALABAMA 35051


NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

| | | |
|---|--|-----------|
|  |  | 9/17/12 |
| Borrower | | Date |
| WILLIAM W ANNONIO | | |
| Borrower | | 9/17/2012 |
| SANDRA S ANNONIO | | Date |
| Borrower | | Date |
| Borrower | | Date |
| Borrower | | Date |
| Borrower | | Date |


20121211000473550 7/8 \$34.00
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Date: **AUGUST 31, 2012**

Loan Number: **1000068218**

Lender: **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

Borrower: **WILLIAM W ANNONIO, SANDRA S ANNONIO**

Property Address: **303 CHELSEA RIDGE LANE, COLUMBIANA, ALABAMA 35051**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.



WILLIAM W ANNONIO

9/17/12

Date



SANDRA S ANNONIO

9/17/2012
Date

Date

Date

Date

Date

