


RETURN TO:
COMPASS BANK
P. O. Box 10687
Birmingham, AL 35202-0687

PREPARED BY:
POLUNSKY & BEITEL, LLP
8000 McDermott Freeway, Suite 1600
San Antonio, TX 78230


20130114000018250 1/8 \$34.00
Shelby Cnty Judge of Probate, AL
01/14/2013 01:58:21 PM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of December, 2012, between LISA RAINOLDI and DAVID RAINOLDI, Wife and Husband

("Borrower") and

COMPASS BANK

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 6, 2012 and recorded in Book or Liber , at page(s) * , of the Official Public Records of

[Name of Records]

Shelby County, Alabama

and (2) the Note, bearing the same date as, and

[County and State, or other Jurisdiction]

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

682 Dogwood Circle
Birmingham, AL 35242
[Property Address]

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT
VMP ©
Wolters Kluwer Financial Services

Form 3179 1/01 (rev. 01/09)
VMP852R (0902).00
Page 1 of 8

*as Document No. 20120711000246370

the real property described being set forth as follows:

LOT 3, ACCORDING TO THE SURVEY OF DOGWOOD TRACE, AS SET OUT IN MAP BOOK 43, PAGE 5, 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 and Security Instrument):

1. As of December 21, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 94,600.00, 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 2.875 %, from December 21, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$ 395.98, beginning on the 1st day of February, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.875 % will remain in effect until principal and interest is paid in full. If on August 1, 2042 (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 this 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 this 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.


20130114000018250 3/8 \$34.00
Shelby Cnty Judge of Probate, AL
01/14/2013 01:58:21 PM FILED/CERT

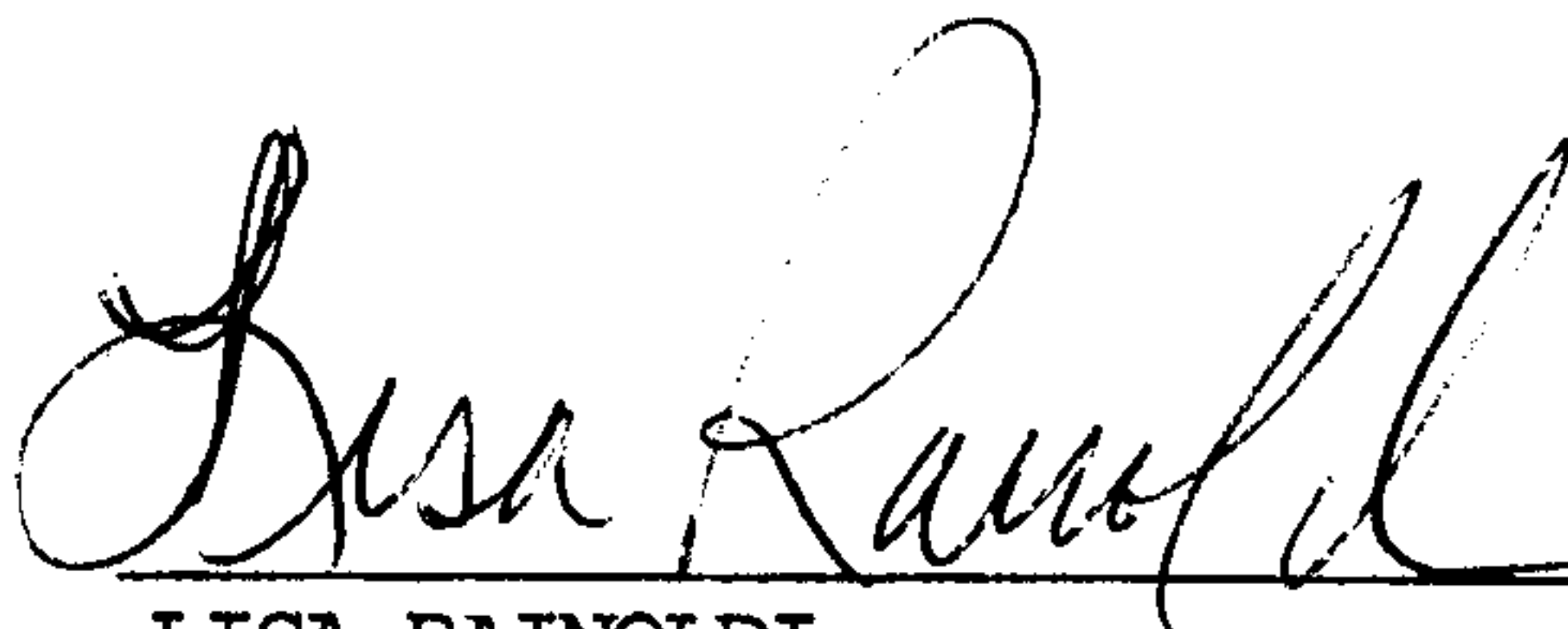
5. Borrower understands and agrees that:

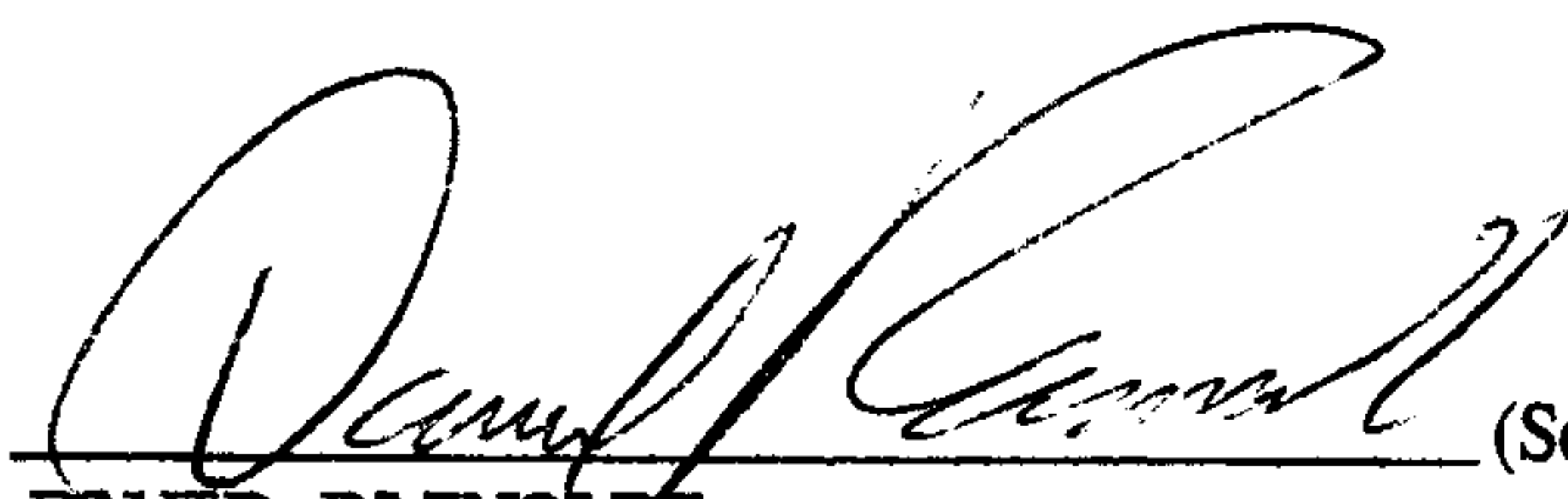
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, 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.



20130114000018250 4/8 \$34.00
Shelby Cnty Judge of Probate, AL
01/14/2013 01:58:21 PM FILED/CERT

EXECUTED this the 21st day of December, 2012; EFFECTIVE as of the 21st day of December, 2012.


LISA RAINOLDI (Seal)
-Borrower


DAVID RAINOLDI (Seal)
-Borrower

____ (Seal)
-Borrower

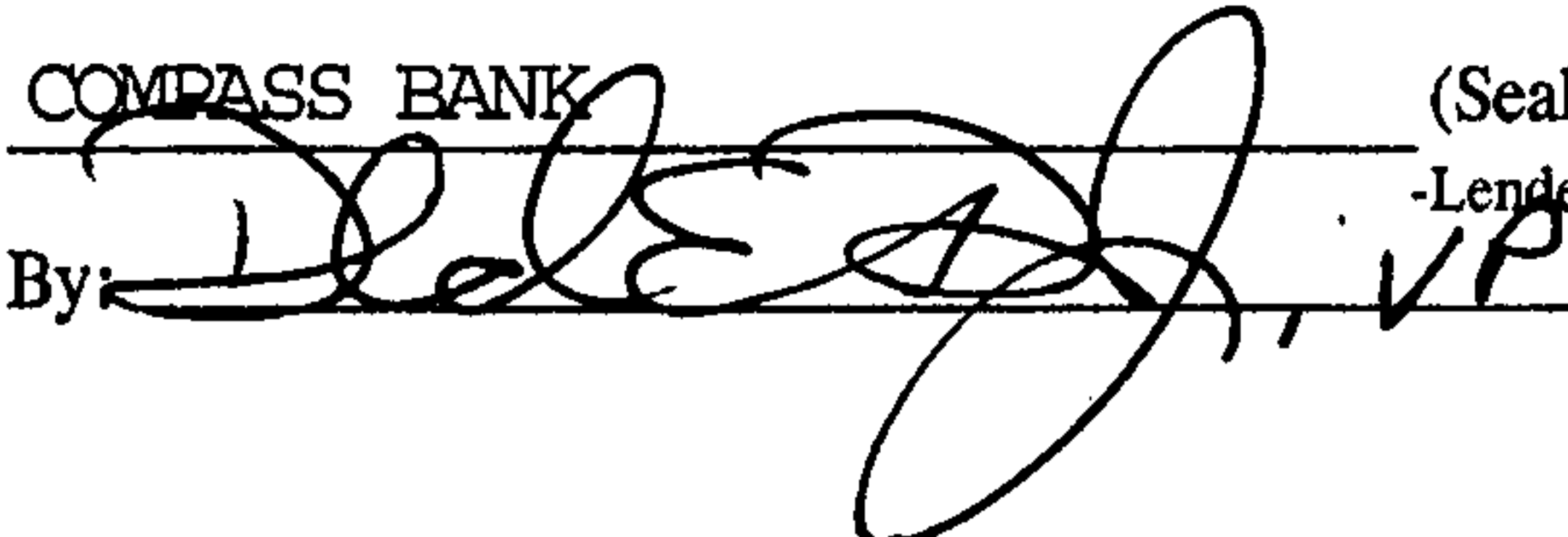
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

COMPASS BANK (Seal)
By:  -Lender

_____[Space Below This Line For Acknowledgments]_____

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae UNIFORM INSTRUMENT
VMP ®
Wolters Kluwer Financial Services

Form 3179 1/01 (rev. 01/09)
VMP852R (0902).00
Page 6 of 6



20130114000018250 6/8 \$34.00
Shelby Cnty Judge of Probate, AL
01/14/2013 01:58:21 PM FILED/CERT

Loan #: 0058959286

NOTARY ACKNOWLEDGMENT
ADDENDUM

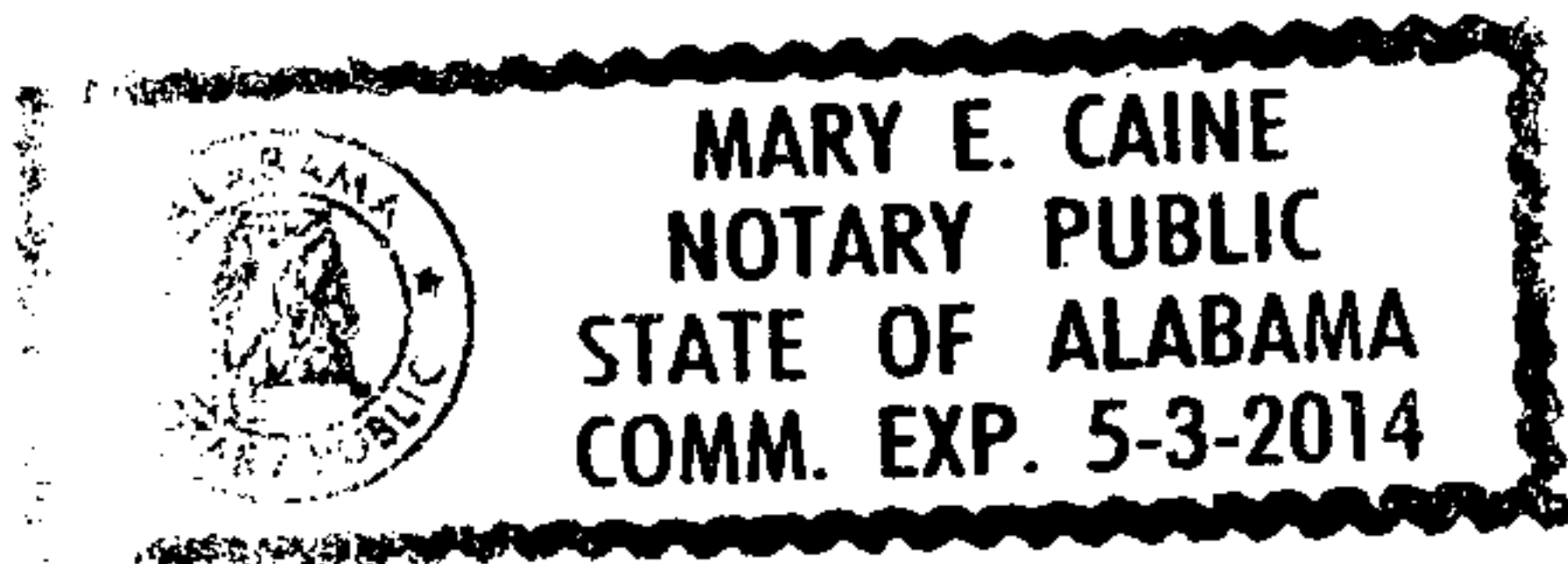
STATE OF Alabama }
COUNTY OF Jefferson }

Before me the undersigned on this 21st day of December, 2012,
personally appeared LISA RAINOLDI and DAVID RAINOLDI

known to me (or proved to me on the oath of _____ or
through _____) to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 21st day of December, 2012.

(Seal)



Mary E. Caine
Notary Public in and for the State of Alabama
(Name of Notary - Typed or Printed)
My Commission Expires: 5-3-2014

Page 1 of 2

PB027-1.0605

20130114000018250 7/8 \$34.00
Shelby Cnty Judge of Probate, AL
01/14/2013 01:58:21 PM FILED/CERT

Loan #: 0058959286

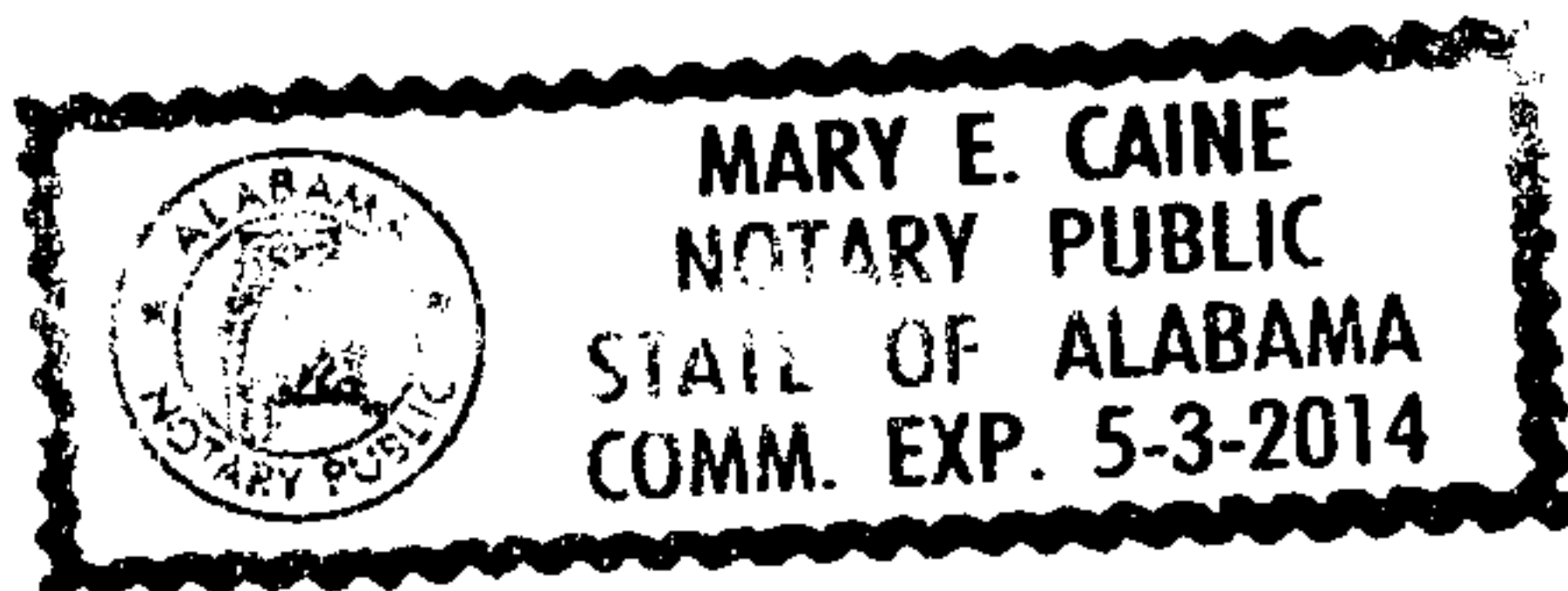
CORPORATE
NOTARY ACKNOWLEDGMENT

STATE OF Alabama }
COUNTY OF Jefferson }

Before me the undersigned on this 21st day of December, 2012,
personally appeared Donnie Drake, Vice Pres, Dist
of Compass Bank, an Alabama State bank
a _____ corporation, on behalf
of said corporation.

GIVEN under my hand and seal of office this 21st day of December, 2012

(Seal)



Mary E. Caine
Notary Public in and for the State of Alabama
(Name of Notary - Typed or Printed)
My Commission Expires: 5-3-2014

