

RETURN RECORDED DOCUMENT TO:

1001 Semmes Avenue
Richmond, VA 23224
Prepared By:

Loan

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of June, 2008, between [Redacted] ("Borrowers") and [Redacted] ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 28, 2006 and recorded in Book or Liber 30898 and page 124-135 of the Official (Name of Records) Records of [Redacted] and (2) the Note bearing the same date as, 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

[Property Address]

the real property described being set forth as follows:

See Exhibit A (Attached)

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):

- As of July 1, 2008, the amount payable under the Note and the Security Instrument the "Unpaid Principal Balance" is U.S. \$88,158.38 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.0% from July 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$489.36, beginning on the 1st day of August 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

*5.0% Fixed for
Remainder of loan

The Borrower will make such payments at [Redacted] Richmond, VA 23224 or at such other place as the Lender may require.

- If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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:

SECURITY

[Redacted]

[Redacted]

[Redacted]

DEED

Secure

(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; and

(b) all terms and provisions of any adjustable rate note or other instrument or document that is defined 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.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions hereof, as amended by this Agreement.

Borrower Witness

Borrower Witness

By: _____
Surrender Mortgage Witness

Surrender Mortgage Witness

(Space Below This Line For Acknowledgments)

STATE OF Virginia
CITY/COUNTY OF Massanutten to wit:

_____, a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, _____ whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires 11-31-10

GIVEN under my hand and notarial seal this 26 day of June, 2008.

Notary Seal

Felix Duran
Notary Public, in and for the State of Virginia
No. 34-43851
Created in Notary Online
My Commission Expires

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF VIRGINIA
CITY/COUNTY OF _____ to wit:

_____, a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, _____ Vice President of SunTrust Mortgage, Incorporated whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires _____
Registration # _____

GIVEN under my hand and notarial seal this day of , 2008.

Notary Public

P.C.