

After Recording Return To:
First American Loss Mitigation Services,
[Company Name]

When Recorded Return To: 737092
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707
Attn: Loan Modification Dept.

This Document Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Inst # 2001-46083
10/25/2001-46083
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 CH 36.44

Freddie Mac Loan No.: 185240402
Loan No.: 9928582

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective October 1st, 2001, between
David M. Grantham and wife, Kelly J. Grantham ("Borrower") and
Homeside Lending, Inc. ("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated February 27, 1998, in the original principal sum of U.S.\$ 117,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on April 1, 1998, in Book/Liber N/A, Page N/A, Instrument No. 1998-11443, Official Records of Shelby County, Alabama. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 1800 Indian Hills Road, Pelham, Alabama 35124.

Initials DMG Initials KJG Initials _____ Initials _____

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That real property is described as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF PELHAM, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT:

LOT 12, BLOCK 2, ACCORDING TO INDIAN HILLS, FIRST ADDITION, SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TAX ID NO.: 117364001018.000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 5,221.04, have been added to the indebtedness under the terms of the Note and Security Instrument. As of October 1st, 2001, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 118,461.45
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000 %, beginning October 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 788.13, beginning on the 1st day of November, 2001, and continuing thereafter on the same day of each succeeding month. If on October 1, 2031, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Homeside Lending, Inc., 7301 Baymeadows Way, Jacksonville, Florida 32256
or at such place as the Lender may require.

Initials  Initials  Initials _____ Initials _____

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4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.000 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents

☒ Modification Due on Transfer Rider

Initials  Initials  Initials _____ Initials _____

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

10/06/01
Date

David M. Grantham (Seal)
David M. Grantham -Borrower

10/06/01
Date

Kelly J. Grantham (Seal)
Kelly J. Grantham -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

10/12/01
Date

Homeside Lending, Inc.
-Lender

By: Wendy Knafelc
Wendy Knafelc

Its: Vice President

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby Jefferson §

I, _____ [name and style of officer],
hereby certify that David M. Grantham and Kelly J. Grantham

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 6th day of October, A.D. 2001.

(Seal)

Maryann Stagner
Bank Officer
Style of Officer

MY COMMISSION EXPIRES DECEMBER 3, 2002

LENDER ACKNOWLEDGMENT

State of Florida §
County of Duval §

I, Misty Spare
State, hereby certify that Wendy Knafelc
of Homeside Lending, Inc.

, a Notary in and for said County in said
whose name as Vice President

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 entity.

Given under my hand this the 12 day of October, 2001.

(Seal)

Misty Spare
Style of Officer



Loan No.: 9928582

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of October, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by David M. Grantham and wife, Kelly J. Grantham (the "Borrower") and Homeside Lending, Inc.

(the "Lender")
covering the Property described in the Loan Modification Agreement located at: 1800 Indian Hills Road, Pelham, Alabama 35124
[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

Initials  Initials  Initials _____ Initials _____

Loan No.: 9928582

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

10/06/01
Date

David M. Grantham (Seal)
David M. Grantham -Borrower

10/6/01
Date

Kelly J. Grantham (Seal)
Kelly J. Grantham -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Homeside Lending, Inc. (Seal)
-Lender

Oct. 12, 2001
Date

By: Wendy Knafelc
Wendy Knafelc

Its: Vice President

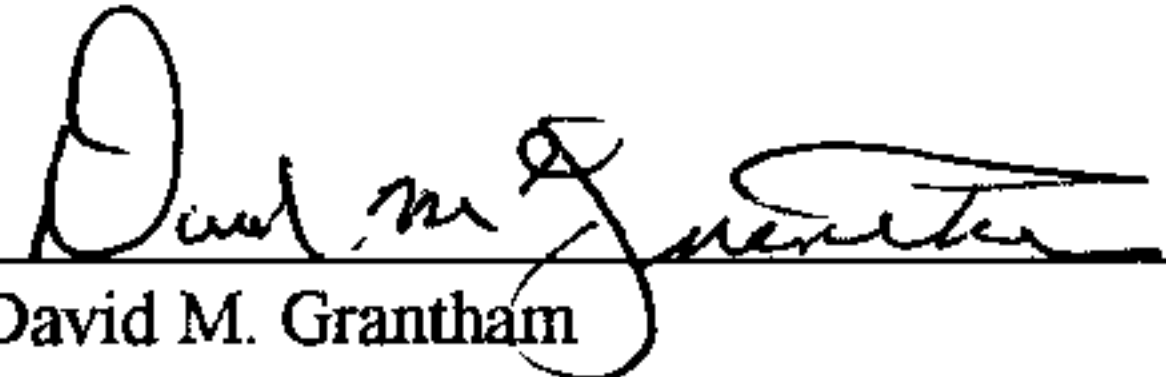
Loan No.: 9928582

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 UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the 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.



David M. Grantham -Borrower



Kelly J. Grantham -Borrower

-Borrower

-Borrower

Loan No.: 9928582

Inst # 2001-46083

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this 6th day of October

David M. Grantham (Seal)
David M. Grantham -Borrower

Kelly J. Grantham (Seal)
Kelly J. Grantham -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

State of Alabama §
County of Jefferson §
§

The foregoing instrument was acknowledged before me on
by David M. Grantham and Kelly J. Grantham

October 6th, 2001 [date],

[name of person acknowledged].

(Seal)

Maryann Stegner
Notary Public, State of Alabama

My Commission Expires: MY COMMISSION EXPIRES DECEMBER 3, 2002