

Recordings Requested by & When Recorded Return To:

US Recordings, Inc.

2925 Country Drive Ste 201

St. Paul, MN 55117

15530394

After Recording Return To:

Loan Servicing, Inc.

[Company Name]

Attn: Wayne McCuffin

[Name of Natural Person]

4254 Spring Valley Road

[Street Address]

Dallas, Towas 75244

[City State Zio]

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

Freddie Mac Loan No.:

719060903

Loan No.:

1533103736

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 June 1st, 2003	
Jerry S. Hughes and Melissa R. Hughes, married	

("Borrower") and

between

Chase Manhattan Mortgage Corporation

("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 29th, 2000 , in the original principal sum of U.S.\$ 97,400.00 , and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on December 4th, 2000 , in Mortgage Book N/A , Page N/A , Instrument No. 200041546 , 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 304 Camden Cove Circle, Calera, Alabama 35040

Initials \_\_\_\_ Initials \_\_\_\_ Initials \_\_\_\_

Loan No.: 1533103736

That real property is described as follows:

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

LOT 303, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 1, AS RECORDED IN MAP BOOK 25, PAGE 33 A, B, & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO.: 28-5-16-2-002-071.000

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 \$3,722.56

  \$\( \), have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 1st, 2003

  \$\( \), 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. \\$99,350.66

  3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lander until the Unpaid Principal Balance has been noted. Interest will be aborted on the Unpaid Principal Balance.
- Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.000 %, beginning June 1st, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$745.55 , beginning on the 1st day of July , 2003, and continuing thereafter on the same day of each succeeding month. If on December 1st, 2030 , (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 Chase Manhattan Mortgage, 3415 Vision Drive, Columbus, Ohio 43219 or at such place as the Lender may require.

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4. 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.

5. 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.

6. 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
X	Modification Due on Transfer Rider
	Bankruptcy Rider
	Other Rider

Initials \_\_\_\_ Initials \_\_\_\_ Initials \_\_\_\_

Loan No.: 1533103736

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

Jule 16, 2003 Date 16, 2003 Date	Jerry S. Hughes  — Borrower  Melissa R. Hughes  — Borrower
Date	(Seal) —Borrower
Date	(Seal) -Borrower
Date 0/24/03	Chase Manhattan Mortgage Corporation  —Lender
	By:
	Inanda D. STARK  ASSISTANT VICE PRESIDENT

Its:

Loan No.: 1533103736

## BORROWER ACKNOWLEDGMENT

State of	Alabama §				
County of	Shelby Je Ffe. 3018				
I, hereby certi	Glinda S. S.n. + h, a notary ify that Jerry S. Hughes and Melissa R. Hughes	[name and style of officer],			
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.					
Gi	ven under my hand this 16 day of June 2003, A.D.	•			
(Seal)	Dente	1 1			
	Notan Style of Officer Exp	2/26/06			
LENDER ACKNOWLEDGMENT					
State of O	ujo §				
County of ,	TRANKLIN §				
I, State, hereb of Chase M	BRUCK DITAUDI, a NOTHEY  y certify that GINGNDD J. STARK whose name as ASS  fanhattan Mortgage Corporation	in and for said County in said			
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					
•	for and as the act of said entity. ven under my hand this the $Z_H$ day of $\mathcal{J}_{WN} \mathcal{E}$ ,	Z005.			



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

Style of Officer

Loan No.: 1533103736

## MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of June, 2003 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Jerry S. Hughes and Melissa R. Hughes, married

(the "Borrower")

and Chase Manhattan Mortgage Corporation

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 304 Camden Cove Circle, Calera, Alabama 35040

[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.

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Loan No.: 1533103736

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.

Date 16, 2005	Jerry S. Hughes	(Seal
Date Callud 3	Melissa R. Hughes	(Seal
Date		(Seal -Borrowe
Date		(Seal
	Chase Manhattan Mortgage Corporation	(Seal -Lende

Date



U15530394-010R07

LOAN MODIF AGREE REF# 20324830 US Recordings By:\_

Its: ASSISTANT VICE PRESIDENT