



20070710000324360 1/6 \$31.25  
Shelby Cnty Judge of Probate, AL  
07/10/2007 01:49:14PM FILED/CERT

**After Recording Return To:**

RUTH RUHL, P.C.

[Company Name]

Attn: Recording Department

[Name of Natural Person]

2305 Ridge Road, Suite 106

[Street Address]

Rockwall, Texas 75087

[City, State, Zip]

**This Document Prepared By:**

Ruth Ruhl, Esquire

RUTH RUHL, P.C.

2305 Ridge Road, Suite 106

Rockwall, TX 75087

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Loan No.: 14383186

## **LOAN MODIFICATION AGREEMENT**

**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), effective this 1st \_\_\_\_\_ day of July, 2007 \_\_\_\_\_,  
between William S. Fant, III and Dava B. Fant \_\_\_\_\_

("Borrower")

and The Bank of New York Trust Company, NA, as successor-in-interest to JPMorgan Chase Bank, National  
Association, as trustee - SURF 2005-BC1 \_\_\_\_\_

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely  
Payment Rewards Rider, if any, dated October 21st, 2004 \_\_\_\_\_ and recorded in Mortgage Book N/A \_\_\_\_\_,


Page N/A \_\_\_\_\_, Instrument No. 2004111000062046 \_\_\_\_\_, 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 4914 Appaloosa Trl, Birmingham, Alabama 35242 \_\_\_\_\_

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 July 1st, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 203,457.52, 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 8.000 %, from July 1st, 2007. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,529.42, beginning on the 1st day of August, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 8.000 % will remain in effect until principal and interest are paid in full. If on November 1st, 2034, (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 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, the 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 specified date 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.



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5. 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 agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(d) 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.

(e) 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.

(f) 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.


7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

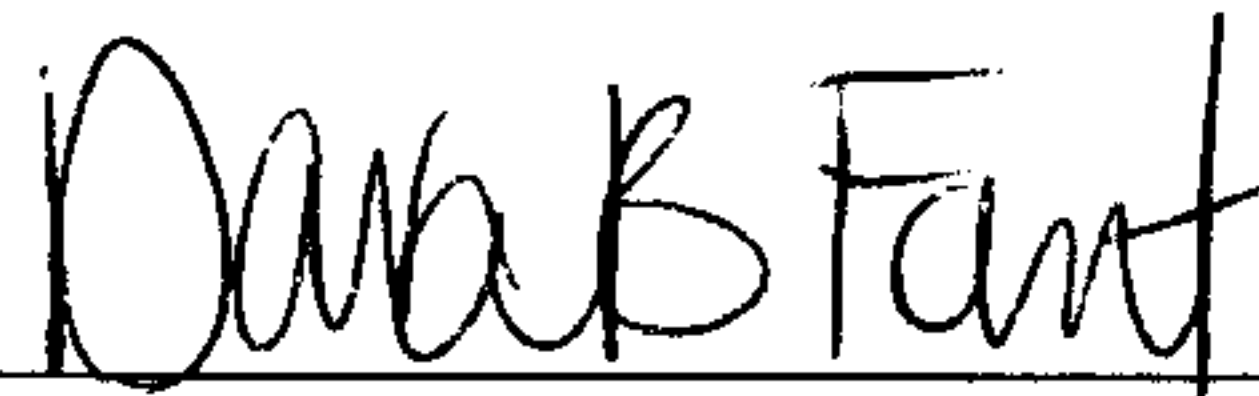
6-12-07  
\_\_\_\_\_  
Date

6-12-07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William S. Fant, III (Seal)  
-Borrower

  
\_\_\_\_\_  
Dava B. Fant (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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### BORROWER ACKNOWLEDGMENT

State of Alabama §  
County of Shelby §

I, R.K. Allen, Notary Public  
hereby certify that William S. Fant, III and Dava B. Fant

[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.

Given under my hand this 12<sup>TH</sup> day of JUNE 2007, A.D.

(Seal)

\_\_\_\_\_  
Style of Officer


EXPIRES 11-3-2008



Loan No.: 14383186

The Bank of New York Trust  
Company, NA, as successor-in-interest -Lender  
to JPMorgan Chase Bank, National  
Association, as trustee - SURF 2005-  
BC1

06.23.2007

-Date

  
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By:   
Randy Reynolds  
Its: 

### LENDER ACKNOWLEDGMENT

State of Texas §

County of Harris §

I, Claudia Delgado, a Notary in and for said County in said  
State, hereby certify that Randy Reynolds whose name as VP  
of The Bank of New York Trust Company, NA, as successor-in-interest to JPMorgan Chase Bank, National  
Association, as trustee - SURF 2005-BC1

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.

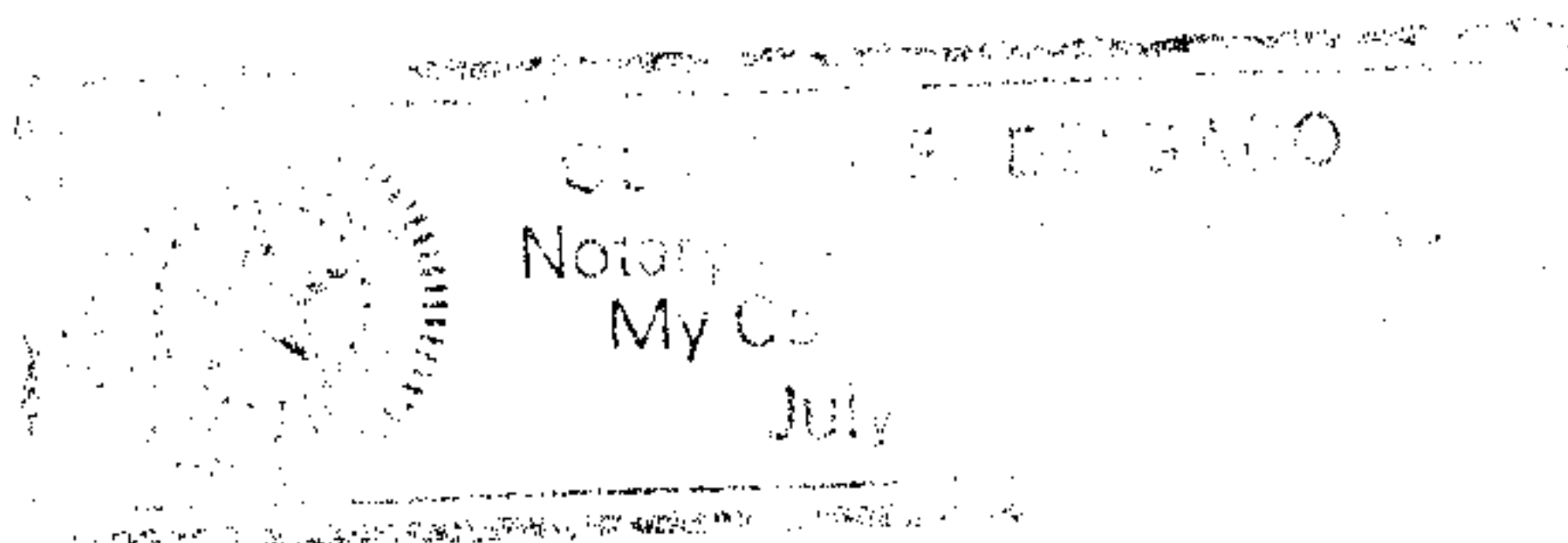
Given under my hand this the 23 day of June, 2007.

(Seal)




Notary Public

Style of Officer





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**EXHIBIT "A"**

THE FOLLOWING DESCRIBED REEL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: A PARCEL OF LAND IN THE NW 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 1/4 SECTION; THENCE RUN NORTH ALONG THE WEST 1/4 1/4 LINE 847.32 FEET; THENCE TURN RIGHT 106 DEGREES 00 MIN. 00 SEC AND RUN NORTHEAST 397.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE 135.23 FEET; THENCE TURN RIGHT 46 DEGREES 35 MINUTES 16 SECONDS AND RUN SOUTHEAST 169.20 FEET; THENCE TURN RIGHT 37 DEGREES 27 MINUTES 51 SECONDS AND RUN SOUTH 65.00 FEET; THENCE TURN RIGHT 43 DEG 32 MINUTES 01 SECONDS AND RUN SOUTHWEST 81.00 FEET; THENCE TURN LEFT 37 DEGREES 30 MINUTES 46 SECONDS AND RUN SOUTH 50.00 FEET; THENCE TURN RIGHT 90 DEGREES 00 MINUTES 00 SECONDS AND RUN SOUTHWEST 60.15 FEET TO A POINT ON A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 108.91 FEET ON A DELTA ANGLE OF 39 DEGREES 29 MIN. 27 SECONDS; THENCE RUN ALONG THE ARC OF SAID CURVE 75.07 FEET; THENCE TURN RIGHT 55 DEGREES 26 MINUTES 10 SEC. FROM CHORD AND RUN NORTH 289.16 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY ALABAMA. SUBJECT TO EXISTING EASEMENTS, CURRENT TAXES, RESTRICTIONS, SET-BACK LINES AND RIGHTS OF WAY, IF ANY, OF RECORD.

APN: 10-5-22-0-001-041-000