



20100805000251450 1/5 \$224.55  
Shelby Cnty Judge of Probate, AL  
08/05/2010 02:58:07 PM FILED/CERT

07-23-10A10:59 RCVD

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*Prepared By*  
~~When Recorded Return To:~~  
Chase Home Finance LLC  
2210 Enterprise Drive  
SC1 - 2030 - Attn 465 Balloons  
Florence, SC 29501

FHLMC Loan Number 892227400  
CHF Loan Number 1934090127

*11031749-02R*

Prepared By:

*Terrie Anthony*  
Terrie Anthony, Special Loans Representative

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

## BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon  
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE  
ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made May 1, 2010, between BENFORD CHENAULT JR, A MARRIED MAN and ALBERT L. WEBER, A MARRIED MAN, ("Borrower"), and Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated April 28, 2003, securing the original principal sum \$153,300.00 and recorded on August 12, 2003 as DOCUMENT NUMBER 20030812000527110, in the Official Records of SHELBY County, ALABAMA and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 116 OAKLYN HILLS DRIVE, CHELSEA, ALABAMA 35043, the real property described being set forth as follows:

**Legal Description Attached Hereto And Made A Part Hereof**

**Parcel Number 141013002005000**

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of May 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 133,686.66.
3. 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 5.250%, beginning May 1, 2010. The Borrower promises to make monthly payments of principal and interest of U. S. \$835.22 beginning on the 1 day of June 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2033, (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 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
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 will comply with, all of the terms and provisions thereof, as amended by this Modification.

To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note]

Roxanne Neason  
(WITNESS SIGNATURE)

Roxanne Neason  
Witness Name (Printed/Typed)

Benford Chenaault Jr (SEAL)  
BENFORD CHENAULT JR -BORROWER

The following individual is signing this Balloon Loan Modification only to grant and convey that individual's interest in the Property under the terms of the Balloon Loan Modification, and is not personally liable on the Note.

Roxanne Neason  
(WITNESS SIGNATURE)

Roxanne Neason  
Witness Name (Printed/Typed)

Albert L. Weber (SEAL)  
ALBERT L. WEBER CO-BORROWER

MULTISTATE BALLOON LOAN MODIFICATION--Single Family--Freddie Mac UNIFORM INSTRUMENT Form 3293 (1/01)



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-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

(Individual Acknowledgment)

State of Alabama  
County of Jefferson ss:

On this the 18<sup>th</sup> day of July, 2011, before me a Notary Public, personally appeared Benford Chenault Jr. & Albert L. Weber, A  
MARRIED MAN

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. \* A MARRIED MAN

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Melony C. Feuzzel  
(Notary Public)

My Commission expires:

(Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 19, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Loan Number 1934090127

Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation

By:



Connie B. Rigby, Assistant Vice President

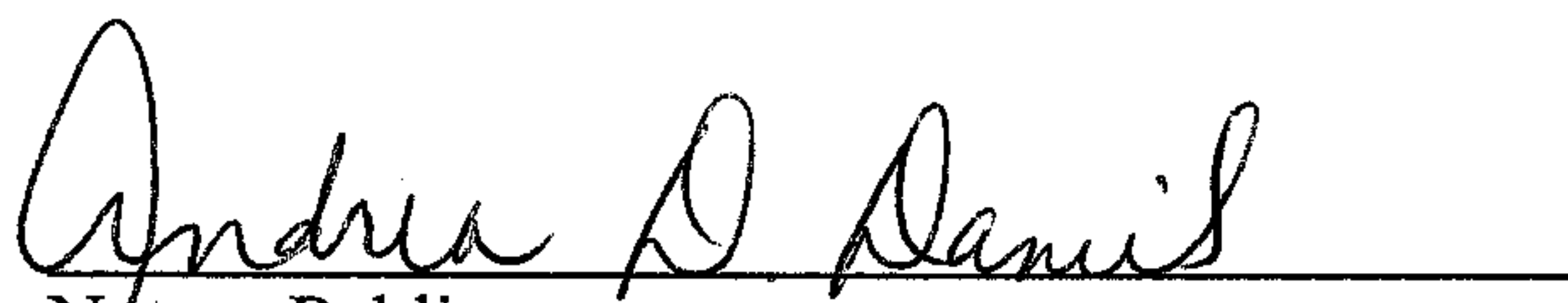
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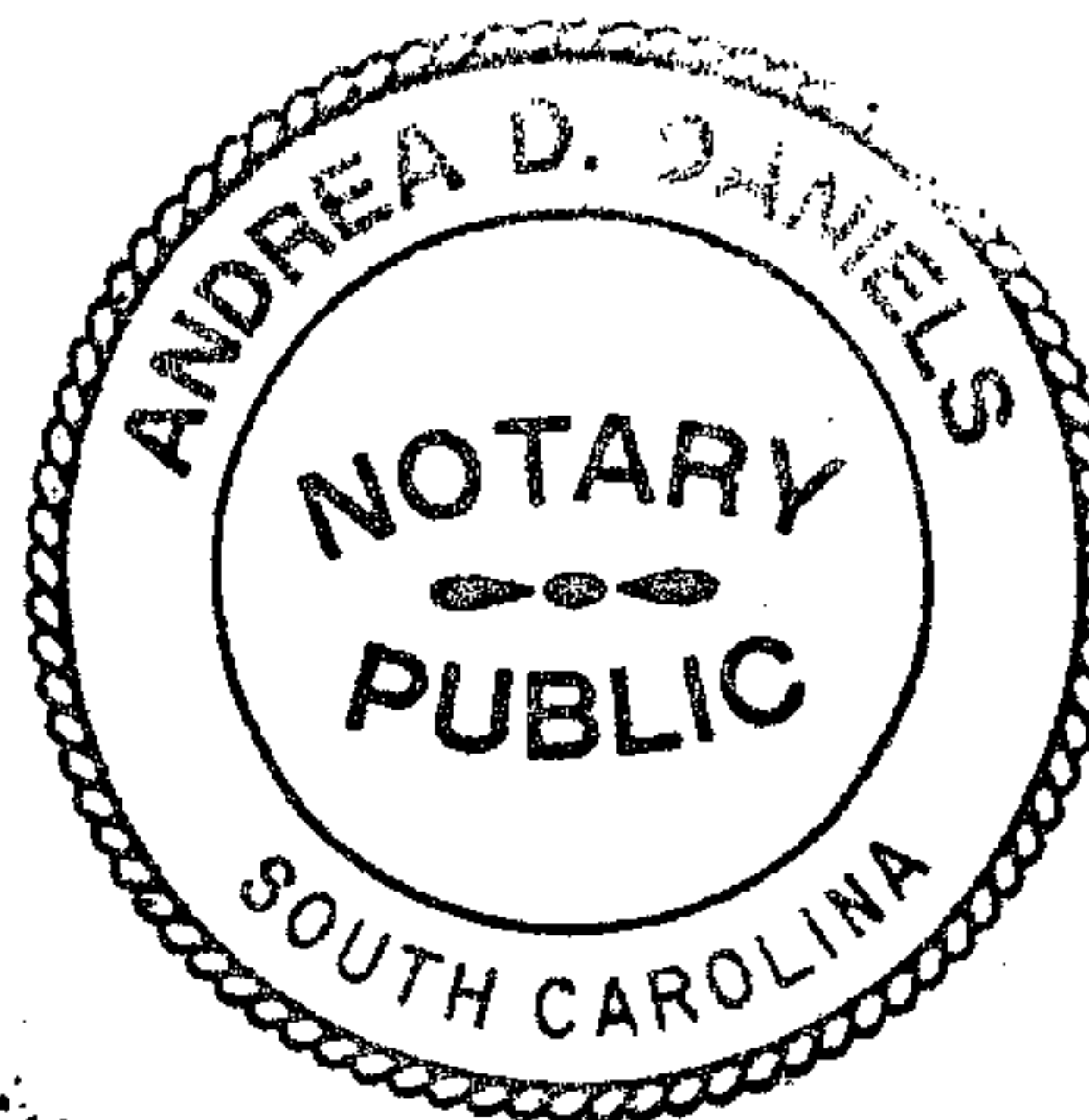
State of South Carolina

County of Florence

This instrument was acknowledged before me this 19th of July 2010, by Connie B. Rigby, Assistant Vice President of Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation, on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

  
Notary Public  
my commission expires 3/22/16



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**LOT 5, ACCORDING TO THE SURVEY OF OAKLYN HILLS, PHASE I, AS RECORDED  
IN MAP BOOK 24, PAGE 50 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.**



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