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Prepared By:

*Terrie Anthony*  
Terrie Anthony, *Special Loans Representative*

Chase Home Finance LLC  
2210 Enterprise Drive  
SC1 - 2030 - Attn 465 Balloons  
Florence, SC 29501

11051072-02 R

FHLMC Loan Number 723282318

CHF Loan Number 1295247139

## 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**

\* DATED September 22, 2010 but effective as of

This Balloon Loan Modification ("Modification"), made November 1, 2010, between JAMES DAVIES, A MARRIED PERSON, ("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 November 3, 2003, securing the original principal sum \$156,500.00 and recorded on November 6, 2003 as INSTRUMENT NUMBER 20031106000738780, 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 **36 SALSER LANE, BIRMINGHAM, ALABAMA 35242**, the real property described being set forth as follows:

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

**Parcel Number 094170001025001**

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):

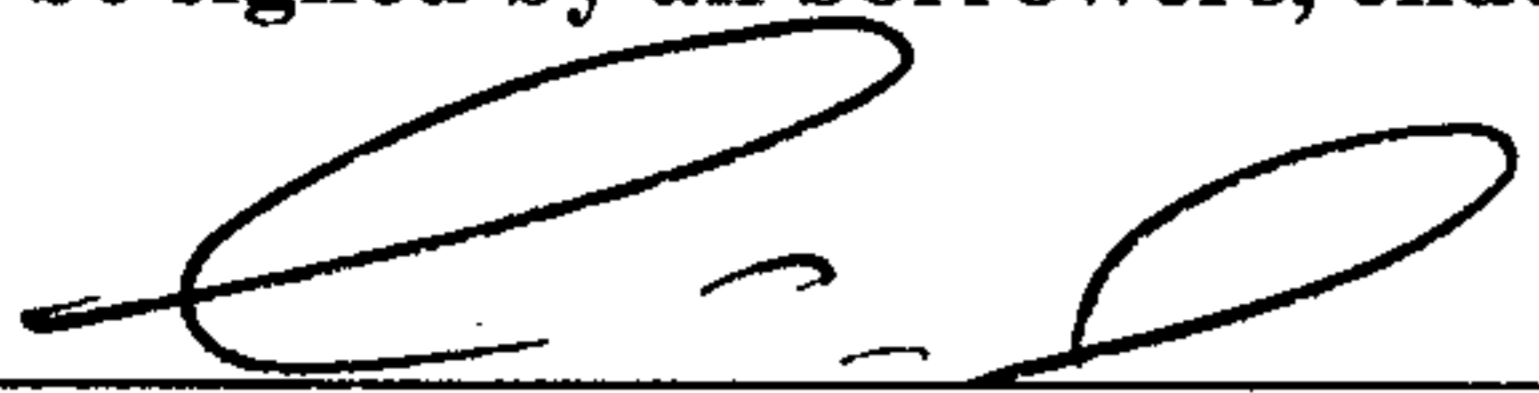
1. The Borrower is the owner and occupant of the Property.
2. As of **November 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **139,893.61**.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.375%**, beginning **November 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U. S. \$ **722.84** beginning on the 1 day of **December 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2038**, (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.

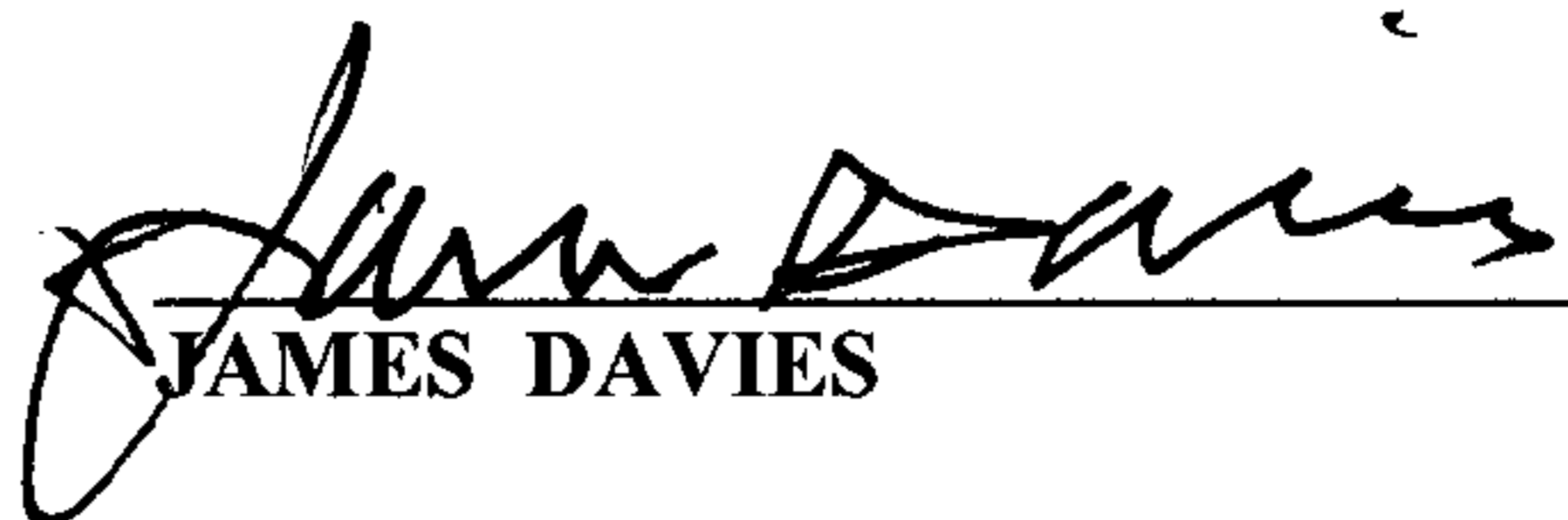
**The Borrower will make such payments at 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.**

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]

  
(WITNESS SIGNATURE)  
Charles D. Stewart, Jr.  
Witness Name (Printed/Typed)

  
(SEAL)  
-BORROWER  
JAMES DAVIES

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

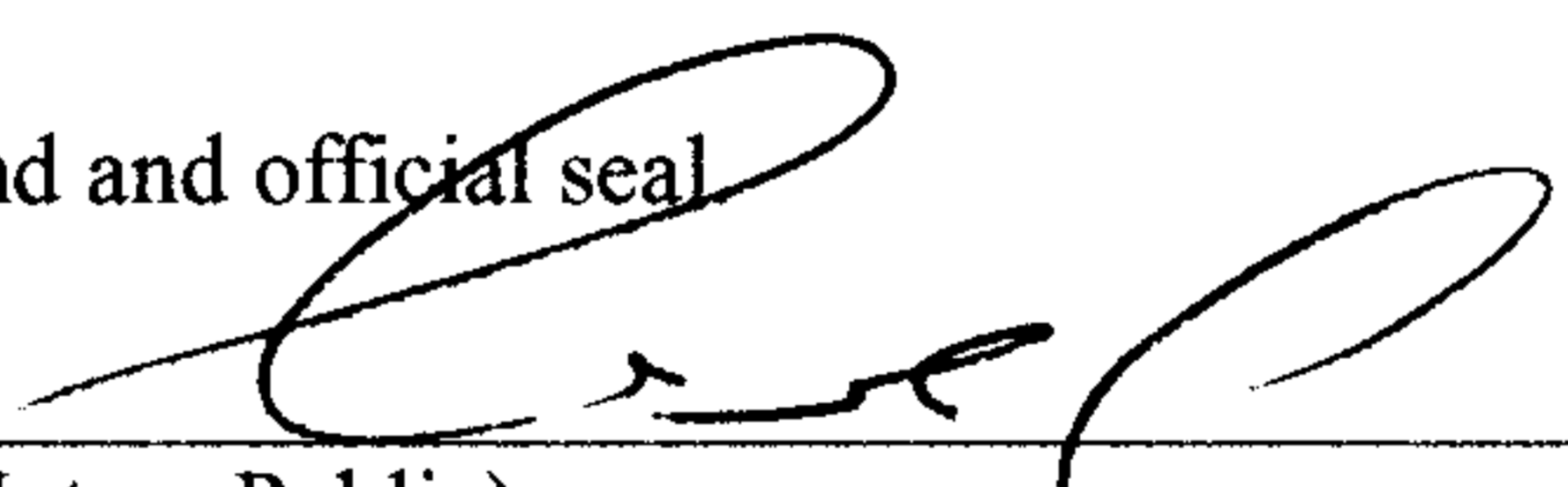
(Individual Acknowledgment)

State of Alabama  
County of Shelby ss:

On this the 22nd day of September 2010, before me a Notary Public, personally appeared James Davies A married person kn

own 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.

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

  
(Notary Public)

My Commission expires:

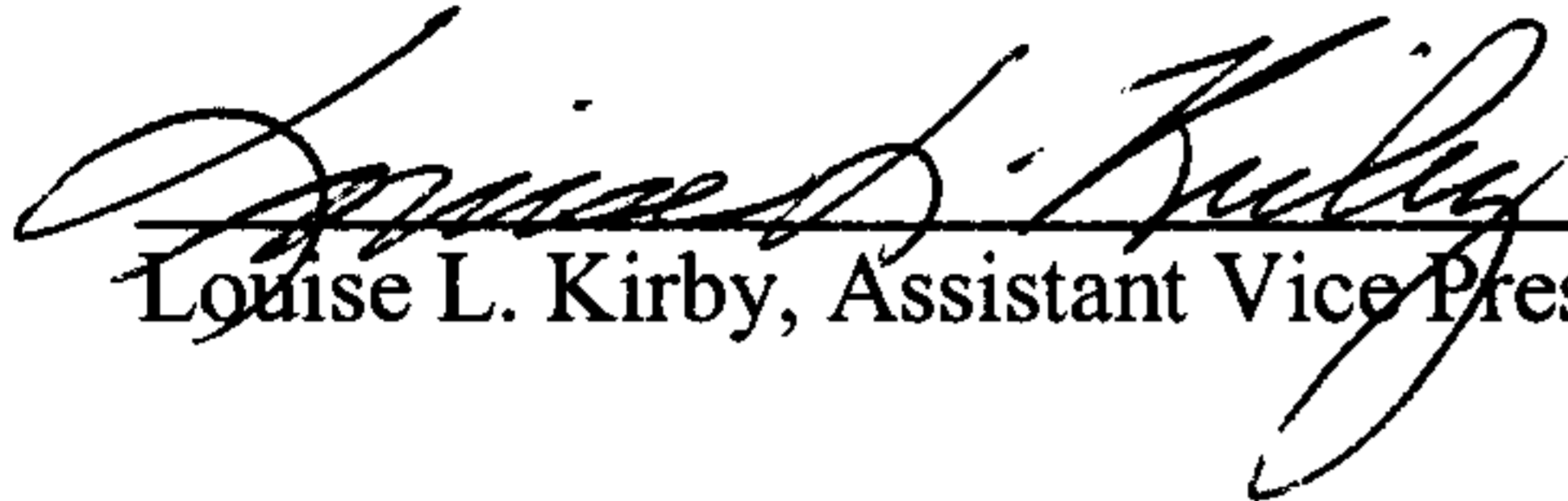
4-13-12



Loan Number 1295247139

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

By:

  
\_\_\_\_\_  
Louise L. Kirby, Assistant Vice President

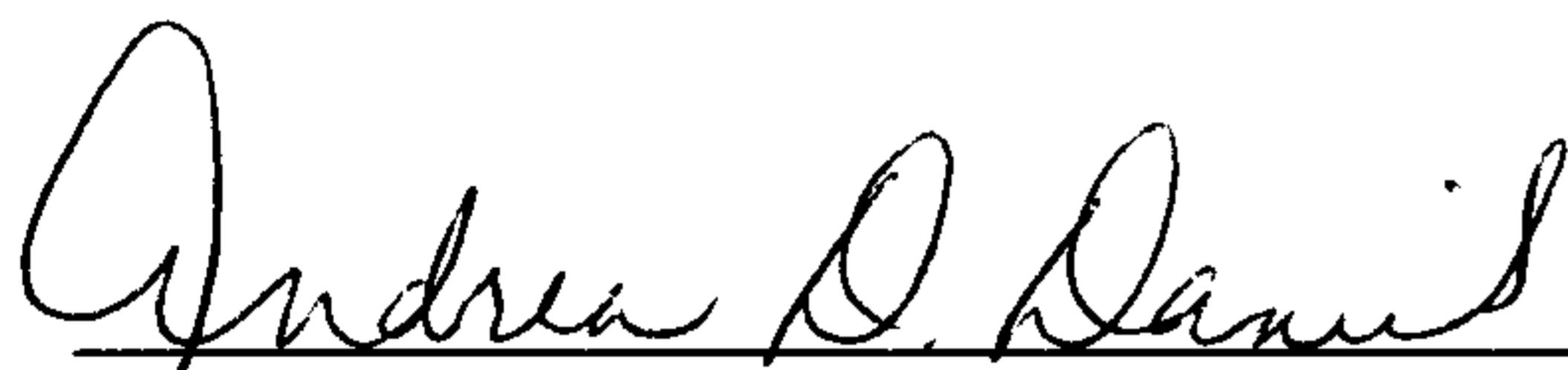
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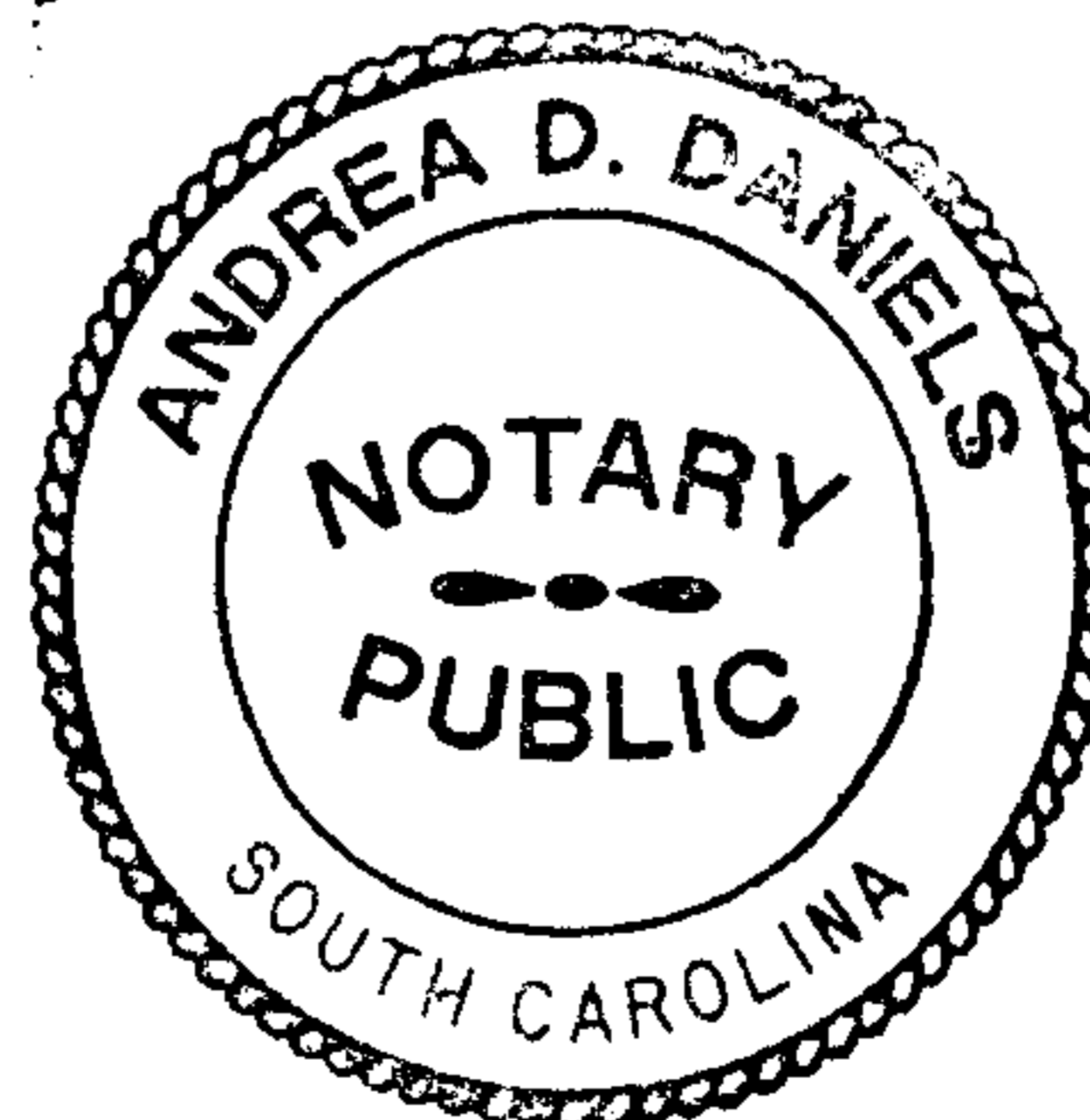
State of South Carolina


County of Florence

This instrument was acknowledged before me this 24th of September 2010, by Louise L. Kirby, 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



  
20101025000355530 4/5 \$233.85  
Shelby Cnty Judge of Probate, AL  
10/25/2010 10:27:14 AM FILED/CERT

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama; thence run in a Northerly direction along the West line of said quarter-quarter section for a distance of 330.00 feet to the point of beginning; thence turn a deflection angle to the left of 89 degrees 49 minutes 00 seconds and run in a Westerly direction for a distance of 64.02 feet to a point on the Westerly right of way line of Old Highway 280; thence turn an interior angle to the left of 86 degrees 06 minutes 00 seconds and run in a Northerly direction along said right of way line for a distance of 104.74 feet; thence turn an interior angle to the left of 93 degrees 54 minutes 00 seconds and run in an Easterly direction for a distance of 240.00 feet; thence turn an interior angle to the left of 86 degrees 06 minutes 00 seconds and run in a Southerly direction for a distance of 104.74 feet; thence turn an interior angle to the left of 93 degree 54 minutes 00 seconds and run in a Westerly direction for a distance of 175.98 feet to the point of beginning.



20101025000355530 5/5 \$233.85  
Shelby Cnty Judge of Probate, AL  
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