

ORIGINAL

RECORD & RETURN TO:  
CENDANT MORTGAGE CORP.  
6000 Atrium Way  
PO Box 5449  
Mt. Laurel, NJ 08054-9251  
Attn: Document Control

[Space Above This Line For Recording Data]

Registration #: 1931005

## FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 31 day of DECEMBER, 1998, between STEPHEN E ROBERTS, LYNN B ROBERTS ("Borrower"), whose address is 249 QUAIL RIDGE ROAD HELENA, AL 35080 and CENDANT MORTGAGE CORPORATION ("Lender"), whose address is 6000 ATRIUM WAY MT. LAUREL, NJ 08054 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated 7/20/98 and recorded on 7-22-98 Instrument #: 1998-27800 in \_\_\_\_\_ of the \_\_\_\_\_ (Name of Records)

Records of SHELBY AL (County and State, or other Jurisdiction), and (2) the Note, Adjustable Rate Rider, and "Rider to Note for Construction Phase" 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 249 QUAIL RIDGE ROAD HELENA, AL 35080 (Property Address) the real property described being set forth as follow:

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (U.S. \$ 150,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01ST 2029.

FIXED RATE CONSTRUCTION LOAN MODIFICATION AGREEMENT (10/96)  
(FRLM) 7/98

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04/02/1999-14004  
10:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 19.50

ORIGINAL

Paragraph 1 of the Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$150,000.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. **INTEREST**

I will pay interest at a yearly rate of 6.50000%.

Paragraph 3 of the Note is amended and supplemented as follows:

**PAYMENTS**

I will make my monthly payments on the 01st day of each on the beginning on MARCH 01ST 1999. If on, FEBRUARY 01ST 2029 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".  
My monthly payment will be in the amount of U.S. \$948.11.

Paragraph 2 of the Rider to Note for Construction Phase is amended and supplemented as follows:

2. **INTEREST:**

During the first \_\_\_\_\_ month(s) of the loan, interest will be charged on unpaid principal. I will be charged interest only, at the initial rate of Prime + 1 percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Rider to Note for Construction Phase, Security Instrument, and/or Adjustable Rate Rider. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: \_\_\_\_\_ (Seal)  
Donald J. Casey  
Donald J. Casey/Vice President

Susan Cardillo  
Susan Cardillo/Asst. Secretary

Stephen E. Roberts (Seal)  
STEPHEN E ROBERTS (Borrower)  
Lynn B. Roberts (Seal)  
LYNN B ROBERTS (Borrower)  
\_\_\_\_\_  
\_\_\_\_\_  
Pam Boyd (Seal)  
Witness (Borrower)

[Space Below This Line For Acknowledgment]

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF AL

:  
: SS.

COUNTY OF SHELBY

BE IT REMEMBERED, That on this <sup>6th (dga)</sup> ~~first~~ day of January in the year 1999 before me, the subscriber, a Notary Public of State at Large personally appeared STEPHEN E ROBERTS, LYNN B ROBERTS who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn to and Subscribed

before me on this 6th day of January, 1999.

Deborah H. Armour commission expires: June 16, 2001.  
Notary Public

## CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

ON 1/8/99, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Donald J. Casey and Susan Cardillo personally known to me or proved to me on the basis of satisfactory evidence to the Vice President and Assistant Secretary of the CORPORATION that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

M. Kay Atchison  
Notary Public

Mary Kay Atchison  
Notary Public of New Jersey  
My Commission Expires October 7, 2003

Cendant Mortgage  
6000 Atrium Way  
Mt. Laurel, NJ 08054



## MODIFICATION AFFIDAVIT

**Stephen and Lynn Roberts**  
**249 Quail Ridge Road**  
**Helena, AL 35080**

**Re: Loan #1931005**

**We Acknowledge, the maturity date will be changed from February 01<sup>st</sup> 2029, to January 01st 2029.**

Stephen E. Roberts  
**Stephen E. Roberts**

03/17/99 (DATE)

Lynn B. Roberts  
**Lynn B. Roberts**

3/17/99 (DATE)

LOAN NO: 1931005  
ROBERTS

LOT 34, ACCORDING TO THE SURVEY OF QUAIL RIDGE  
SUBDIVISION, AS RECORDED IN MAP BOOK 22, PAGE 35, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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