

Inst # 2001-21450
05/29/2001-21450
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 DLH 26.60

After Recording Return To:
First American Loss Mitigation Services, Inc.

When Recorded Return To:
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707
Attn: Loan Modification Dept.
#303 248
[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.: 6382711

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of April, 2001, between Randolph M. Estes, Jr., married
(**"Borrower"**)
and Washington Mutual Bank, F.A., successor by merger to Bank United

(**"Lender"**),
amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 27, 1999 and recorded in Book/Liber N/A, Page N/A, Instrument No. 1999-19140, of the Official Records of Shelby County, Alabama, and (2) the
[Name of Records] [County and State, or other Jurisdiction]
Note in the original principal sum of U.S. \$ 113,395.00, 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 128 St. Charles Drive, Helena, Alabama 35080

[Property Address]

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Initials *R.M.E. JR.* Initials _____ Initials _____ Initials _____

Loan No.: 6382711

the real property described being set forth as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF HELENA, AND DESCRIBED AS FOLLOWS:

LOT 17, ACCORDING TO THE SURVEY OF MAGNOLIA PARK, ST. CHARLES PLACE, PHASE THREE, SECTOR ONE, AS RECORDED IN MAP BOOK 21, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

A. P. NO.: 135212000005065

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 April 1st, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 113,722.23, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 7.000 %, from April 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 772.13, beginning on the 1st day of May, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2029, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Washington Mutual Bank, F.A., 3200 Southwest Freeway, Suite 1402, Houston, Texas 77027 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The 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 the 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; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partly 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.

R.M.E. JR.
Initials _____ Initials _____ Initials _____ Initials _____

Loan No.: 6382711

5. 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. 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.

Washington Mutual Bank, F.A., successor (Seal)
by merger to Bank United -Lender

Randolph M. Estes Jr. (Seal)
Randolph M. Estes, Jr. -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

By: M.S. Farley
M.S. Farley

____ (Seal)
-Borrower

Its: Vice President

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I,
hereby certify that Randolph M. Estes, Jr.

[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 20 day of MARCH 2001, A.D.

(Seal)

George SARRIS
Style of Officer

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 7, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

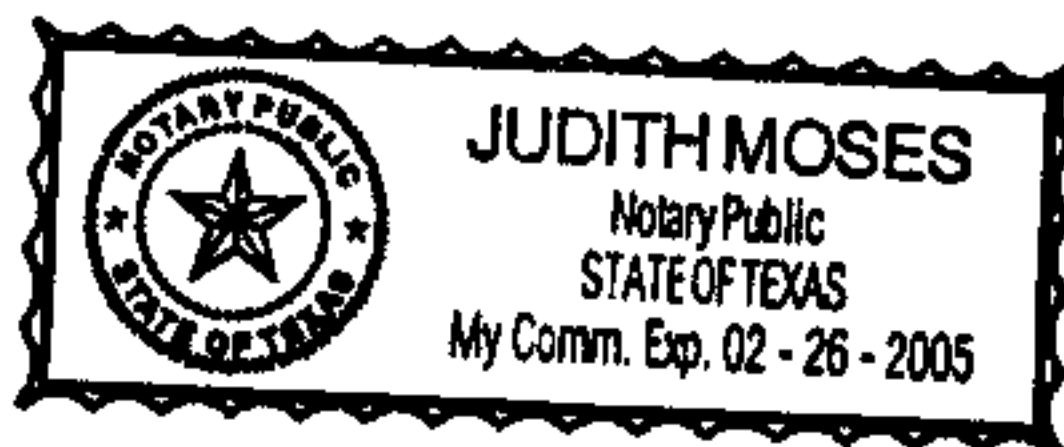
State of Texas §
County of Harris §

I, Judith Moses, a Notary in and for said County in said State, hereby certify that M.S. Farley whose name as Vice President of Washington Mutual Bank, F.A., successor by merger to Bank United

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 12 day of April, 2001,

(Seal)



Judith Moses
Style of Officer

Loan #: 6382711

ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deems necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this 20 day of March, 2001.

Randolph M. Estes Jr. (Seal)
Randolph M. Estes, Jr. -Borrower

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

State of: Alabama §
County of: Shelby §

On March 20, 2001, before me, George Sarris (a Notary), personally appeared Randolph M. Estes, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/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, execute the instrument.

(Seal)

George Sarris
Notary Public, State of Alabama

My Commission Expires: Jan 7, 2004
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Loan #: 6382711

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTIONED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of the Notice on or before the execution of the "Loan Agreement". "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodations.

Randolph M. Estes Jr. (Seal)
Randolph M. Estes, Jr. -Borrower

____ (Seal)
-Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

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