

Inst # 2001-38119

09/05/2001-38119
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 15.00

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this ^{15th} day of ~~August~~, 2001, between ROBERT EBERHART and JUDY EBERHART ("Borrower") and Charter One Mortgage Corp. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 25, 1998 and recorded in Book or Liber , at page(s) of the Records of 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 5513 LAKES EDGE DR, BIRMINGHAM, AL 35242,

The real property described being set forth as follows:

See Attached Exhibit A

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. After the application of all payments due on the Note through and including September 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be U.S. \$185,374.33 consisting of the unpaid amount(s) loaned to the Borrower by the Lender, including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims.
2. 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 6.500%, from September 1, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$1,785.32, beginning on the first day of October 1, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on May 1, 2014 (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.

Borrower will make such payments at Charter One Mortgage, Corp., Post Office Box 31373, Richmond VA 23294-1373, Attn: Payment Processing or at such other place as Lender may require.

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 the Lender's prior written consent, the 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.

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

BORROWER

[Signature]

[Signature]

ROBERT EBERHART

Print Witness' Name: Amber M. Willis

Cynthia Goolsby

Print Witness' Name: Cynthia Goolsby

[Signature]

[Signature]

JUDY EBERHART

Print Witness' Name: Amber M. Willis

Cynthia Goolsby

Print Witness' Name: Cynthia Goolsby

Cynthia Goolsby

ACKNOWLEDGMENT

State of Alabama)
County of Shelby) SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Birmingham, Alabama this 15th day of August, 2001.
[Signature]
Notary Public
My Commission Expires:

Agreed to by:

Charter One Bank, F.S.B.

By: [Signature]

Pamela F. Dunn, Vice President

This instrument prepared by and after recording should be returned to:

Charter One Mortgage Corp.
Attn: Fixed Modification Specialist
2812 Emerywood Parkway
Richmond, VA 23294

My Commission Expires
June 15, 2002

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