

PREPARED BY MABRY & KING

~~AFTER RECORDING, RETURN TO:~~

WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION

19850 Plummer Street, N070205

Chatsworth, CA 91311

Attn: Ingrid Childers

Recording Requested by &

When Recorded Return To:

US Recordings, Inc.

2925 Country Drive Ste 201

St. Paul, MN 55117

08298003

Servicer Loan Number 6164081561

Investor Loan Number 682022365

MODIFICATION OF DEED OF TRUST

BALLOON LOAN MODIFICATION AGREEMENT

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

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1ST day of August, 2001, between Alfred John Hill and Marie Kathryn Hill, Husband and Wife ("Borrower"), 2505 Vale Drive, Birmingham, AL 35244 and Washington Mutual Bank, FA, a Federal Association, 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 July 25, 1994, securing the original principal sum of U.S. \$100,000.00, and recorded on July 27, 1994 in/under Instrument No. 1994-23491 of 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 2505 Vale Drive, Birmingham, AL 35244 the real property described being set forth as follows:

LOT 5-A, ACCORDING TO THE MAP OF E. J. MARINO'S RESURVEY OF MARINO'S ADDITION TO INDIAN VALLEY, AS RECORDED IN MAP BOOK 10, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] 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 July 26, 2001 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$92,218.94.
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 yearly rate of reset note rate of 7.50%, beginning August 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$702.15 beginning on the 1st day of September, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2024 (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 3200 Southwest Freeway, 13th Floor, Houston, Texas 77027 or at such other place as the Lender may require.

Inst # 2001-40948

09/21/2001-40948
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 18.00

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 comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument]

9 August 2001
Date

[Signature]
Alfred John Hill

9 August 2001
Date

M.K. Hill
Marie Kathryn Hill

WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION

By: [Signature]
German A. Benitez, Vice President

Date: 8/13/01

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

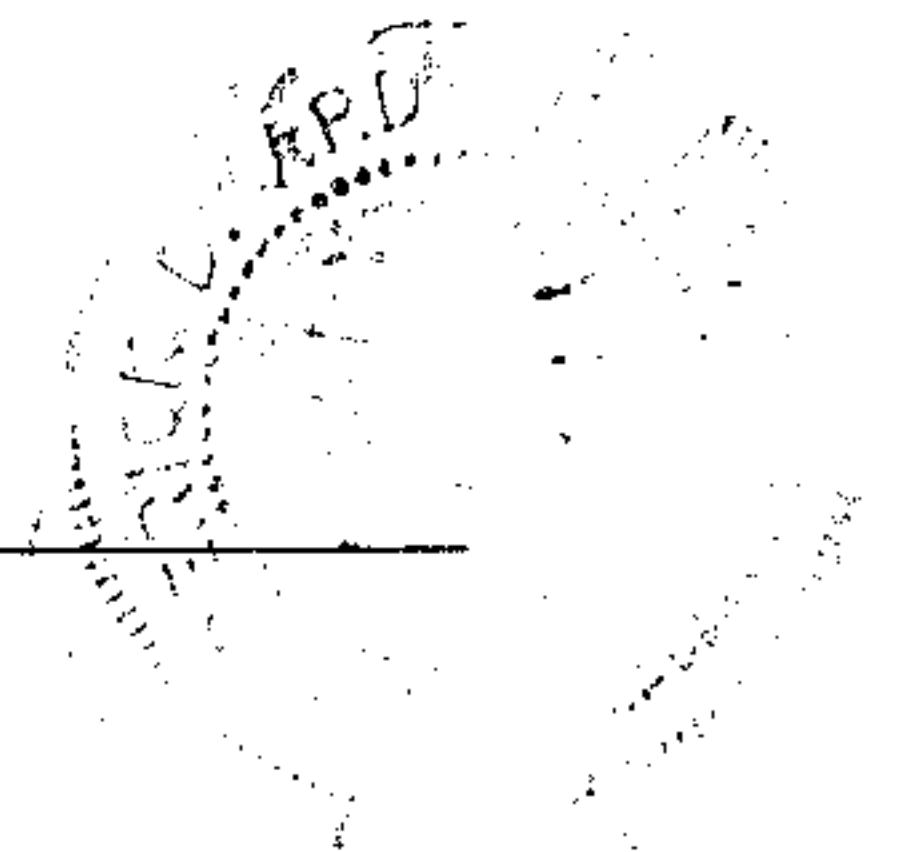
STATE OF

COUNTY OF

On this 9TH day of AUGUST 2001, 2001, before me personally came **Alfred John Hill** to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

My commission expires 11/27/2003

[Signature]
Notary Public Signature



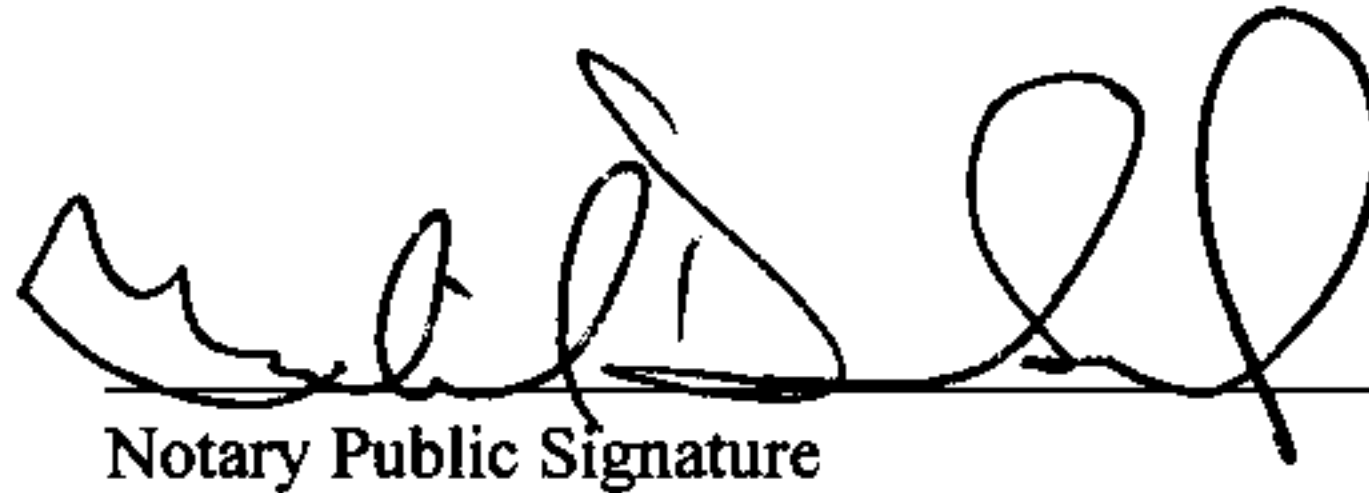
[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

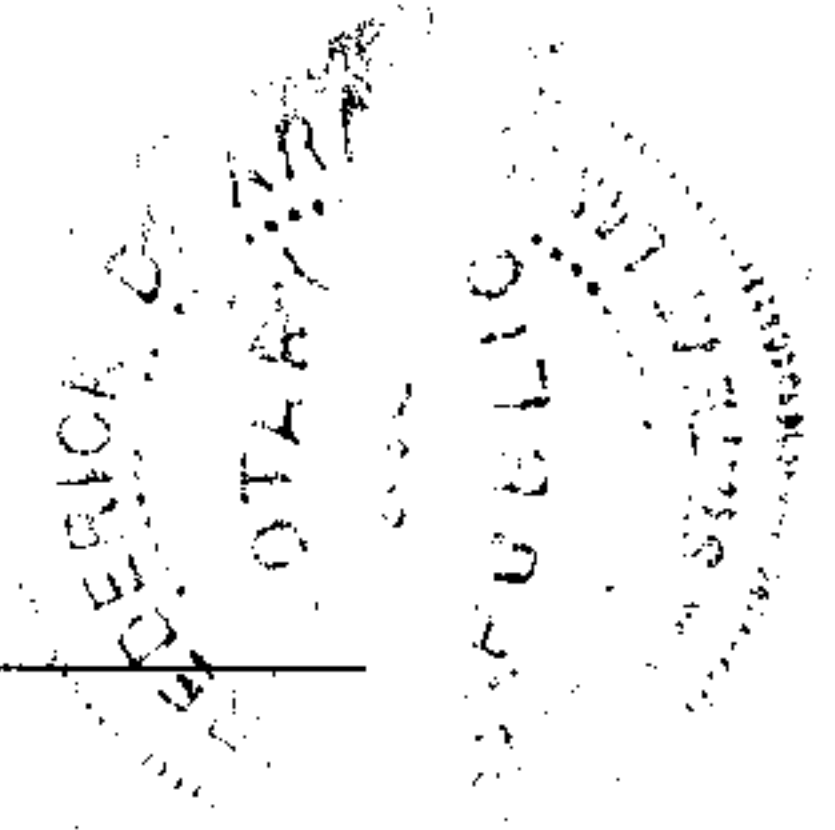
STATE OF

COUNTY OF

On this 9TH day of AUGUST, 2001 before me personally came **Marie Kathryn Hill** to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

My commission expires 11/27/2003


Notary Public Signature

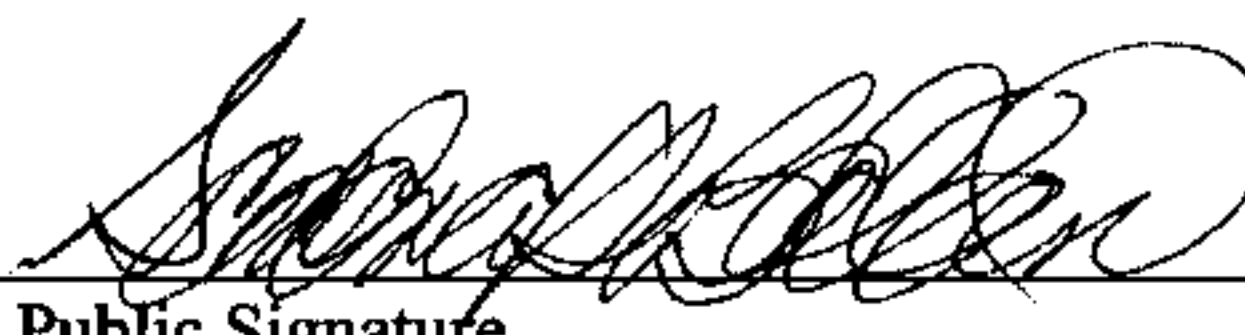


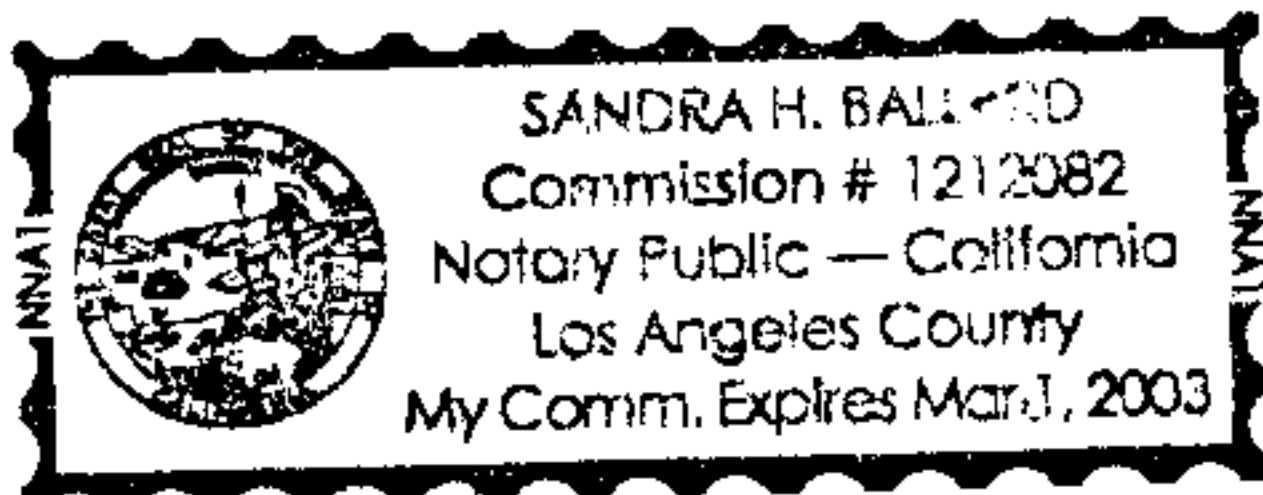
STATE OF

COUNTY OF

California
Los Angeles
On this 13th day of AUGUST, 2001, personally came before me Sandra H. Ballard, Notary Public for said County and State, **German A. Benitez**, Vice President of Washington Mutual Bank, FA, A Federal Association, and that this instrument was acknowledged that said writing to be the act and deed of said corporation.

My commission expires _____


Notary Public Signature



U08298003-010R03
DOT MODIFICATION
REF# 20104526
US Recordings

Inst # 2001-40948

09/21/2001-40948
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 18.00