

After Recording Return To:
First American Loss Mitigation Services,

When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept.

[City, State, Zip]

This Document Prepared By:

RUTH RUHL, P.C.

Ruth Ruhl, Esquire

2305 Ridge Road, Suite 106

Rockwall, TX 75087

Freddie Mac Loan No.: 039668800

Loan No.: 2006719138

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT 940500

This Loan Modification Agreement ("Modification"), is effective April 1st, 2002, between
Joyce J. Lee and Dale L. Lee, Jr. **married**

("Borrower") and

BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with
NationsBanc Mortgage Corporation as successor in interest by assignment from Liberty Mortgage Corporation
("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 24, 1999, in the
original principal sum of U.S.\$ 124,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the
"Security Instrument"), recorded on April 1, 1999, in Book/Liber N/A, Page N/A,
Instrument No. 1999-13758, Official Records of Shelby County, Alabama

The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),
which is located at 3045 Old Stone Drive, Birmingham, Alabama 35242

Initials DL Initials JL Initials _____ Initials _____

Freddie Mac Loan No.: 039668800
Loan No.: 2006719138

That real property is described as follows:

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

LOT 21, IN BLOCK 2, ACCORDING TO THE SURVEYOR TOWN OF ADAM BROWN, PHASE 2, AS RECORDED IN MAP BOOK 8, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

A. P. NO.: 10-1-02-0-004-032.00

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 8,032.79 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 1st, 2002 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 128,878.42
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000 %, beginning April 1st, 2002 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 879.28 , beginning on the 1st day of May , 2002 , and continuing thereafter on the same day of each succeeding month. If on December 1, 2029 , (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 Bank of America, 475 Crosspoint Parkway, Getzville, New York 14068
or at such place as the Lender may require.

Initials tu Initials JL Initials ____ Initials ____

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4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.000 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. 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.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- ☐ 1-4 Family Rider - Assignment of Rents
- ☒ Modification Due on Transfer Rider

Initials DL Initials JK Initials _____ Initials _____

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

3-22-02
Date

3-22-02
Date

Date

Date

5/1/02
Date

Joyce J. Lee (Seal)
Joyce J. Lee -Borrower

Dale L. Lee, Jr. (Seal)
Dale L. Lee, Jr. -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with NationsBanc Mortgage Corporation as successor in interest by assignment from Liberty Mortgage Corporation
-Lender

By: CARY J. RACZ
CARY J. RACZ
Its: MANAGER

[See Attached Acknowledgment(s)]

Loan No.: 2006719138

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of April, 2002 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Joyce J. Lee and Dale L. Lee, Jr.

(the "Borrower")

and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with NationsBanc Mortgage Corporation as successor in interest by assignment from Liberty Mortgage Corporation (the "Lender")

covering the Property described in the Loan Modification Agreement located at: 3045 Old Stone Drive, Birmingham, Alabama 35242

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

Initials DL Initials JL Initials _____ Initials _____

BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, _____ [name and style of officer],
hereby certify that Joyce J. Lee and Dale L. Lee, Jr.

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 22 day of March 2002, A.D.

MY COMMISSION EXPIRES JULY 27, 2005

(Seal)

Pauline Rick Wade

Style of Officer

LENDER ACKNOWLEDGMENT

State of NEW YORK §
County of ERIE §

I, Pauline SETH, a Notary Public in and for said County in said State, hereby certify that Cary J. Racz, whose name as Manager of BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with NationsBanc Mortgage Corporation as successor in interest by assignment from Liberty Mortgage Corporation

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 15th day of May 2002

(Seal)

Pauline SETH
Notary Public

Style of Officer

PAULINE SETH
Notary Public - State of New York
Reg. No. 01856068178
Qualified in Erie County
My Commission Expires Dec. 31, 2005

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B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

3-22-02
Date

Joyce J. Lee (Seal)
Joyce J. Lee -Borrower

3-22-02
Date

Dale L. Lee, Jr. (Seal)
Dale L. Lee, Jr. -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

BA Mortgage, LLC (a wholly owned _____ (Seal)
subsidiary of Bank of America, N. A.), as -Lender
successor in interest by merger with
NationsBanc Mortgage Corporation as
successor in interest by assignment from
Liberty Mortgage Corporation

5/1/02
Date

By: Cary J. Racz
CARY J. RACZ
Its: MANAGER