

After Recording Return To:  
MSV

[Company Name]  
Attn: Thomas Dungee  
[Name of Natural Person]  
210 E. Redwood Street  
[Street Address]  
Baltimore, Maryland 21202  
[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.: 912938609  
Loan No.: 19290261

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

This Loan Modification Agreement ("Modification"), is effective October 1st, 2000, between  
Jimmy D. Mims and Rebecca T. Mims, husband and wife ("Borrower") and  
Homeside Lending, Inc. as successor or assigns in interest to California Mortgage Service ("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 22nd, 1996, in the  
original principal sum of U.S.\$ 138,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the  
"Security Instrument"), recorded on May 30th, 1996, in Book/Liber N/A, Page N/A,  
Instrument No. 199617437, 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 128 Sterling Gate Drive, Alabaster, Alabama 35007

Initials JD Initials RTM Initials \_\_\_\_\_ Initials \_\_\_\_\_

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That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 \$ 8,543.18 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of October 1st, 2000 , 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. \$ 141,784.83 .
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 9.750 %, beginning October 1st, 2000 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,218.15 , beginning on the 1st day of November , 2000 , and continuing thereafter on the same day of each succeeding month. If on October 1st, 2030 , (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 Homeside Lending, Inc., 7301 Baymeadows Way, Jacksonville, Florida 32231  
or at such place as the Lender may require.

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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 9.750 % 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 JM Initials RTM Initials \_\_\_\_\_ Initials \_\_\_\_\_

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

10 - 26 - 2000  
Date

Jimmy D. Mims (Seal)  
-Borrower

10-26-00  
Date

Rebecca T. Mims (Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

5/23/02  
Date

Homeside Lending, Inc. as successor or  
assigns in interest to California Mortgage Service -Lender

By: Wendy Knafel

Its: \_\_\_\_\_  
Vice President

[See Attached Acknowledgment(s)]



## BORROWER ACKNOWLEDGMENT

State of Alabama §  
County of ~~Shelby~~ Jefferson §

I, Gayla D. RuyKendall, notary public [name and style of officer],  
hereby certify that Jimmy D. Mims and Rebecca T. Mims

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 26<sup>th</sup> day of October, A.D. 2000.

(Seal)

Gayla D. RuyKendall  
notary public  
Style of Officer

## LENDER ACKNOWLEDGMENT

State of Florida §  
County of Duval §

I, Melissa A. Simpson, a Notary Public in and for said County in said  
State, hereby certify that Wendy Knafelc whose name as Vice President  
of Homeside Lending, Inc. as successor or assigns in interest to California Mortgage Service

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 23<sup>rd</sup> day of May, 2002.

(Seal)



**Melissa A. Simpson**  
Commission # DD 070184  
Expires Nov. 5, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Melissa A. Simpson  
Notary Public  
Style of Officer

Loan No.: 19290261

**EXHIBIT "A"**

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 23, ACCORDING TO THE MAP OF STERLING GATE, SECTOR 1, AS RECORDED IN MAP BOOK 19, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY ALABAMA.

TAX ID#: 58-23-2-03.3-002-023.000

Loan No.: 19290261

## MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of October, 2000 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Jimmy D. Mims and Rebecca T. Mims, husband and wife (the "Borrower") and Homeside Lending, Inc. as successor or assigns in interest to California Mortgage Service (the "Lender") covering the Property described in the Loan Modification Agreement located at: 128 Sterling Gate Drive, Alabaster, Alabama 35007 [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.

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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.

10 ' 26 200  
Date

Jimmy D. Mims (Seal)  
-Borrower

10-26-00  
Date

Rebecca T. Mims (Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower



HomeSide Lending, Inc. as successor or (Seal)  
assigns in interest to California Mortgage -Lender  
Service

5/23/02  
Date

By: Wendy Knafel

Its: Vice President