

Prepared by:
LAURI ROBINSON 02-0502
TransLand Financial Services, Inc.
2701 Maitland Center Pkwy, Ste. 300
Maitland, FL. 32751

20030612000368270 Pg 1/7 29.00
Shelby Cnty Judge of Probate, AL
06/12/2003 08:58:00 FILED/CERTIFIED

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FHA/VA SECURITY INSTRUMENT MODIFICATION AGREEMENT (MERS)

Lenders Loan No:	14000128	Case #: 011-5029729-703
Min:	100081700140001285	MERS Phone: 1-888-679-6377

THIS AGREEMENT, made this **22nd** day of **May, 2003**, by and between **JOY JONES, AN UNMARRIED WOMAN**

in regards to the property located at:
2404 SUNVALLEY ROAD
HARPERSVILLE, AL 35078-

LEGAL:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. "TOGETHER WITH THAT CERTAIN, YEAR:2003, MAKE/MODEL: FLEETWOOD VALUE/4484V AND SERIAL NUMBER: GAFL239B17150-F212A/B."

hereinafter called "Borrower" and **TransLand Financial Services, Inc. 2701 Maitland Center Pkwy, Ste. 300, Maitland, FL 32751** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee").

RECITALS:

- A. Lender is the owner and holder of that certain Security Instrument dated **January 31, 2003** made by the Borrower to Lender and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, recorded in OR Book **30** Page Public Records of **SHELBY** County, **AL**, securing a debt evidenced by a promissory note ("Note") dated **January 31, 2003**, in the original amount of **\$ 65,964.00** which Security Instrument encumbers property more particularly described in said Security Instrument.
- B. Borrower, the owner in fee simple of all of the property subject to Security Instrument, has requested Lender to modify Note and Security Instrument and the parties have mutually agreed to modify the terms hereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the order in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of the Note is **\$ 65,964.00** and that interest has been paid to **June 1, 2003**
2. The terms and provisions of the Note are amended and modified in accordance with the terms and provisions of Exhibit "A," attached hereto and incorporated herein by reference, entitled **Note**
3. The terms and provisions of the Security Instrument are amended and modified in accordance with the terms and provisions of Exhibit "B," attached hereto and incorporated herein by reference, entitled

CORRECTED LEGAL DESCRIPTION

4. Maturity date is adjusted to **June 1, 2033**
5. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of Note and Security Instrument which are not inconsistent herewith.

 _____
Initials

6. ALL Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
7. This agreement shall be binding upon and shall inure to the benefit of heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

Margaret Koger
TransLand Financial Services, Inc.

By: Margaret Koger
Sr. Vice President

Margaret Koger
Mortgage Electronic Registration Systems, Inc.

By: Margaret Koger
Assistant Secretary

(Seal)
-Lender

Joy Jones
JOY JONES

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

Acknowledgement for Borrower:

Signed, sealed and delivered
IN THE PRESENCE OF:

(witness)

(witness)

STATE OF ALABAMA
COUNTY OF TALLADEGA

The foregoing instrument was acknowledged before me this **22nd** day of **May, 2003** by **JOY JONES, AN UNMARRIED WOMAN** who is/are personally known to me or has/have produced **Alabama Drivers License** as identification and who did/did not take an oath.

Dianna W. Gregg
Notary Public:

(SEAL)

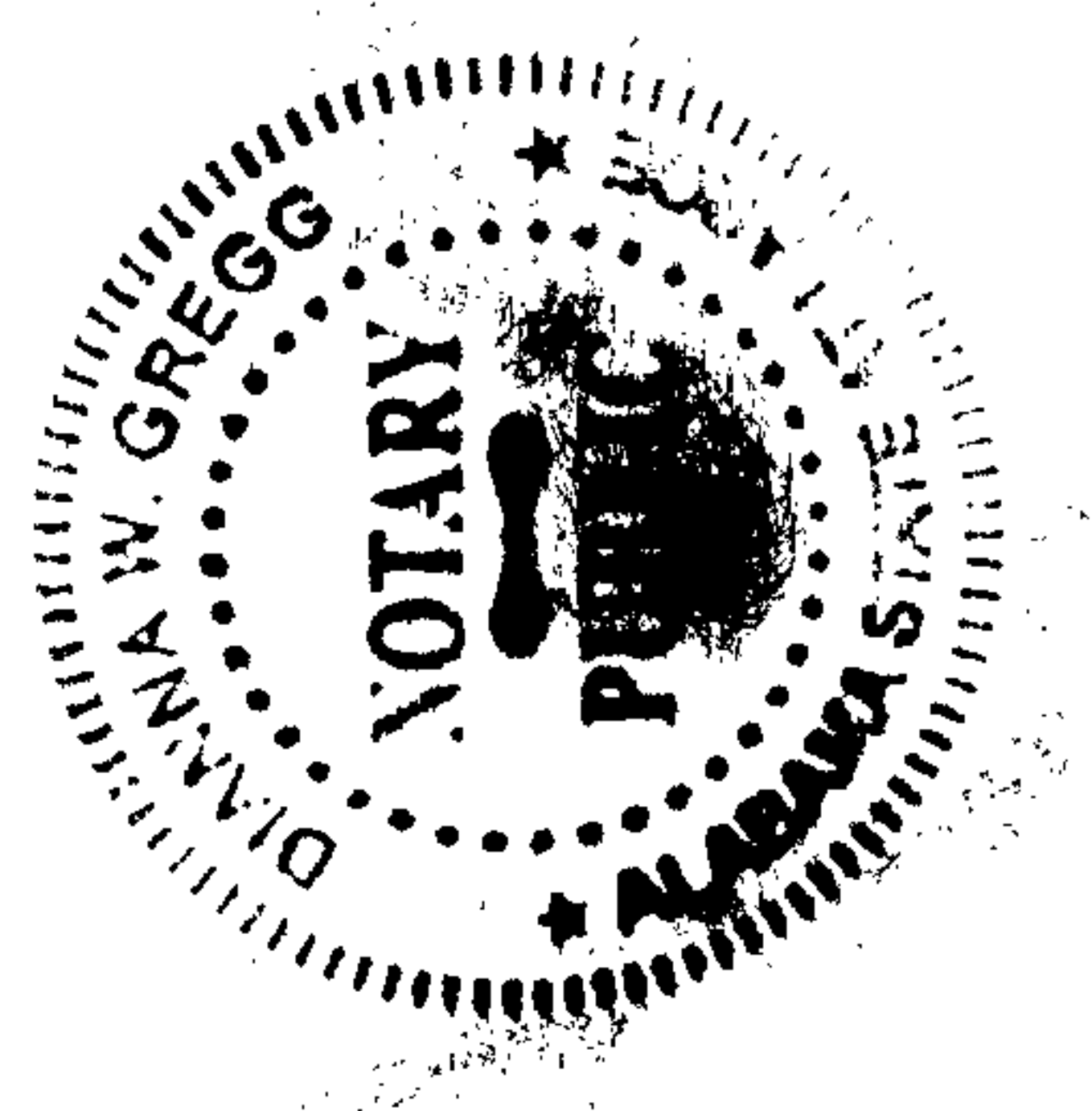
Commission Number:

My Commission Expires: **My Commission Expires 5/13/2006**

(Type/Print name)

Dianna W. Gregg

Additional acknowledgements on next page



99
Initials

Acknowledgement for Lender:

Signed, sealed and delivered
IN THE PRESENCE OF:

Sally Keezer
(witness) SALLY KEEZER

Gretchen Gogan
(witness) GRETCHEN GOGAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **20th** day of **May, 2003** by **Margaret Koger as Sr. Vice President** of TransLand Financial Services, Inc. on behalf of said corporation. Who are personally known to me and have not taken an oath.

Lauri S. Robinson
Notary Public: (SEAL)
Commission Number:
My Commission Expires:
(Type/Print name)

LAURI S. ROBINSON
Notary Public, State of Florida
My comm. exp. Apr. 4, 2005
Comm. No. DD 011061

Acknowledgement for Mortgage Electronic Registration Systems, Inc. (MERS):

Signed, sealed and delivered
IN THE PRESENCE OF:

Sally Keezer
(witness) SALLY KEEZER

Gretchen Gogan
(witness) GRETCHEN GOGAN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **20th** day of **May, 2003** by **Margaret Koger as Assistant Secretary of Mortgage Electronic Registration Systems, Inc.** on behalf of said corporation. Who are personally known to me and have not taken an oath.

Lauri S. Robinson
Notary Public: (SEAL)
Commission Number:
My Commission Expires:
(Type/Print name)

LAURI S. ROBINSON
Notary Public, State of Florida
My comm. exp. Apr. 4, 2005
Comm. No. DD 011061

99
Initials

Exhibit “A” Legal Description

Commencing at the Northeast corner of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence N 89 degrees 00 minutes 40 seconds West a distance of 1763.77 feet to an iron pin found and the Point of Beginning; thence North 88 degrees 49 minutes 56 seconds West a distance of 400.38 feet to an iron pin found on the east right-of-way of Shelby County Highway 79; thence along said right-of-way South 27 degrees 54 minutes 10 seconds East a distance of 251.95 feet to an iron pin found; thence N 89 degrees 10 minutes 13 seconds East a distance of 377.65 feet to an iron pin found; thence North 24 degrees 29 minutes, 26 seconds West a distance of 229.70 to the Point of Beginning.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**“TOGETHER WITH THAT CERTAIN, YEAR: 2003,
MAKE/MODEL: FLEETWOOD VALUE/4484V AND
SERIAL NUMBER: GAFL239B17150-F212A/B.”**

CORRECTED LEGAL DESCRIPTION

EXHIBIT "B" NOTE

NOTE

JONES
LOAN #: 14000128
CASE #: 011-5029729-703 -
MIN: 100081700140001285

MAY 22, 2003
[Date]

ASHLAND
[City]

ALABAMA
[State]

2404 SUNVALLEY ROAD, HARPERSVILLE, AL 35078
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means TRANSLAND FINANCIAL SERVICES, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIXTY-FIVE THOUSAND NINE HUNDRED SIXTY-FOUR AND 00/100 Dollars (U.S. \$ 65,964.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND ONE-HALF percent (6.500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1ST day of each month beginning on JULY, 2003 . Any principal and interest remaining on the 1ST day of JUNE, 2033 , will be due on that date, which is called the "Maturity Date".

(B) Place

Payment shall be made at 2701 MAITLAND CENTER PKWY, STE. 300, MAITLAND, FL 32751-7294 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of \$ 416.94 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [Specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If

Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.



9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Joy Jones 5-22-03
- BORROWER - JOY JONES - DATE -

20030612000368270 Pg 7/7 29.00
Shelby Cnty Judge of Probate, AL
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[Sign Original Only]