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~~[Street Address]~~
~~Dallas, Texas 75244~~
~~[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.: 719390922
Loan No.: 1995273798

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 April 1st, 2003, between
Timothy Joe Farish and Donna Farish, married
Chase Mortgage Company
("Borrower") and

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated April 13th, 2001, in the
original principal sum of U.S.\$ 126,200.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the
"Security Instrument"), recorded on April 24th, 2001, in Mortgage Book 2001, Page 31152,
Instrument No. N/A, 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 137 Victoria Station, Alabaster, Alabama 35007.

Initials TF Initials DM Initials _____ Initials _____

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That real property is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO WIT:

LOT 22 ACCORDING TO THE SURVEY OF CEDAR GROVE @ STERLING GATE, SECTOR 2, PHASE 1, AS RECORDED IN MAP BOOK 25, PAGE 52, SHELBY COUNTY, ALABAMA RECORDS.

TAX I.D. NO.: 23-2-04-0-004-022-000

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 \$ 3,780.99 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 1st, 2003 , 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. \$ 127,704.33 .
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 6.500 % , beginning April 1st, 2003 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 825.40 , beginning on the 1st day of May , 2003 , and continuing thereafter on the same day of each succeeding month. If on May 1st, 2031 , (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 Chase Manhattan Mortgage, 3415 Vision Drive, Columbus, Ohio 43219 or at such place as the Lender may require.

Initials  Initials  Initials _____ Initials _____

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4. 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.

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.

6. 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)]

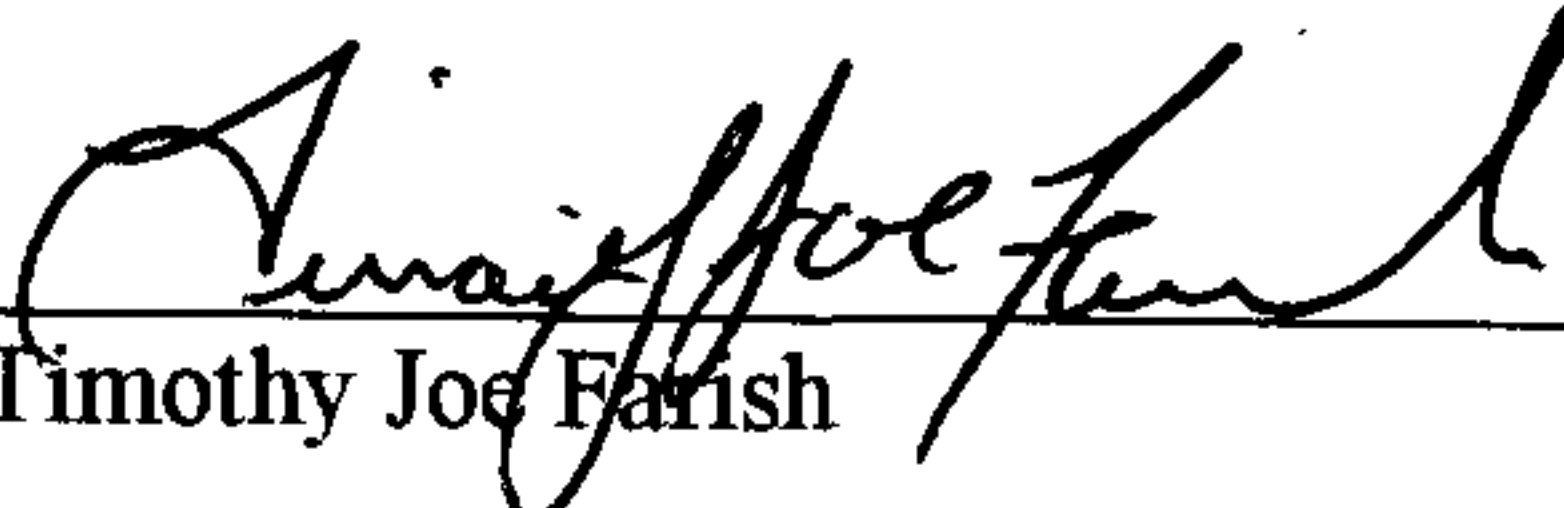
- ☐ 1-4 Family Rider - Assignment of Rents
- ☒ Modification Due on Transfer Rider
- ☒ Bankruptcy Rider
- ☐ Other Rider

Initials  Initials  Initials _____ Initials _____

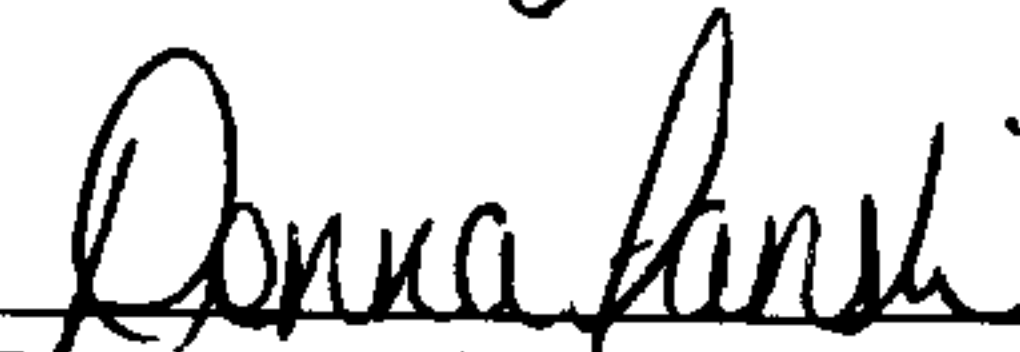
Freddie Mac Loan No.: 719390922
Loan No.: 1995273798

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

4-10-03
Date

 (Seal)
Timothy Joe Farish -Borrower

4-10-03
Date

 (Seal)
Donna Farish -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

4/22/03
Date

Chase Mortgage Company
-Lender

By: 
WENDY S. NUTTER

Its: **ASSISTANT VICE PRESIDENT**

[See Attached Acknowledgment(s)]

Freddie Mac Loan No.: 719390922
Loan No.: 1995273798

BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, Susan Hurst [name and style of officer],
hereby certify that Timothy Joe Farish and Donna Farish

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 10th day of April 2003, A.D.

(Seal)

Susan Hurst

SUSAN HURST
STATE OF ALABAMA
MY COMMISSION EXPIRES 12-30-06
Style of Officer

LENDER ACKNOWLEDGMENT

State of Ohio §
County of Franklin §

I, Bruce Draudt, a Notary in and for said County in said
State, hereby certify that **WENDY S. NUTTER** whose name as **ASSISTANT VICE PRESIDENT**
of Chase Mortgage Company

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 22 day of April, 2003.

(Seal)



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

Bruce M. Draudt

Notary
Style of Officer

Loan No.: 1995273798

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of April, 2003 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Timothy Joe Farish and Donna Farish, married

and Chase Mortgage Company

(the "Borrower")

covering the Property described in the Loan Modification Agreement located at: 137 Victoria Station, Alabaster, Alabama 35007

(the "Lender")

[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  Initials  Initials _____ Initials _____

Loan No.: 1995273798

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.

4-10-03
Date

Timothy Joe Farish (Seal)
Timothy Joe Farish -Borrower

4-10-03
Date

Donna Farish (Seal)
Donna Farish -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Chase Mortgage Company (Seal)
-Lender

4/22/03
Date

By: Wendy S. Nutter
WENDY S. NUTTER

Its: **ASSISTANT VICE PRESIDENT**

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the 1st day of April, 2003, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Timothy Joe Farish and Donna Farish, married

(the "Borrower"),
and Chase Mortgage Company

(the "Lender"),
covering the Property described in the Loan Modification Agreement located at: 137 Victoria Station, 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:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

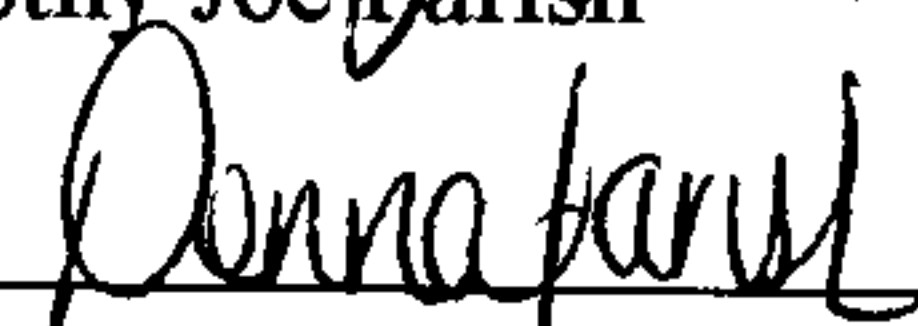
4-10-03
Date

4-10-03
Date

Date

Date


Timothy Joe Farish (Seal)
-Borrower


Donna Farish (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

4/22/03
Date

By: 
WENDY S. NUTTER

Its: ASSISTANT VICE PRESIDENT

Lender: Chase Mortgage Company



U14160660-010R08

LOAN MODIF AGREE
REF# 20273176
US Recordings