

Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, Ohio 43219
Prepared by Nathan Hoang
Re:1533236139

When Recorded Return To:
First American Title Company
3355 Michelson Dr., Suite 250
Irvine, CA 92612

Attn: Special Default Services Division
Pantoja 1301289-KUPG

____ {Space Above This Line For Recording Data} _____

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 14 day of January, 2003, between Keisha H. Holifield,*("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Chase Manhattan Mortgage Corporation, dated August 31, 2001 and recorded in Document No. 2001-39674, on September 13, 2001 of the Records of Shelby County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 256 Warwick Lane, Alabaster, Alabama 35007, with the original principal balance U.S. \$123,221.00, and the principal balance before the loan modification being U.S. \$122,359.01, the real property described being set forth as follows:

LOT 208, ACCORDING TO THE AMENDED MAP OF PHASE II, WEATHERLY,
WARWICK VILLAGE SECTOR 17, AS RECORDED IN MAP BOOK 22, PAGE 67, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of February 1, 2003, the amount payable under the Loan Documents is U.S. \$128,866.07 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has not been amended from September 01, 2031.
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 rates as specified below:

(a) The rate of 8.00% for the payments due from March 1, 2003 through and including September 01, 2031.

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

(a) Monthly payments of \$957.09 for the payments due from March 1, 2003 through and including September 01, 2031. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78920, Phoenix, AZ 85062-8920, or at such other place as the Lender may require.

* an unmarried woman

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Valerie S. Riggins
Witness 1 Signature

Valerie S. Riggins
Printed Name of Witness

Lynjerica Evans
Witness 2 Signature

Lynjerica Evans
Printed Name of Witness

Keisha H. Holifield
Keisha H. Holifield

Beverly Darnell
Witness 1

BEVERLY DARNELL
Printed Name of Witness

Chris Sander
Witness 2 Signature

CHRIS SANDER
Printed Name of Witness

Chase Manhattan Mortgage Corporation

Wendy S. Nutter
Wendy S. Nutter
Assistant Vice President

{Space Below This Line for Acknowledgments}

ACKNOWLEDGEMENTS

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public, in and for said County, personally appeared the above named Keisha H. Holifield who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at South Trust Bank, this 16th day of January, 2003

My commission expires: _____
My Commission Expires October 24, 2005. Notary Public Thomas G. Hood

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy S. Nutter, to me known and known to the person who, as an Assistant Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 15th day of May, 2003

My commission expires: _____
Notary Public Kevin G. Siefert



KEVIN G. SIEFERT
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
Nov. 13, 2007