



WHEN RECORDED, MAIL TO:
FIDELITY NATIONAL-LPS
P.O. BOX 19523
IRVINE, CA 92623-9523
NDSMOD

9451 Corbin Avenue
Northridge, CA 91324

FOR RECORDING USE ONLY

37503410

MODIFICATION AGREEMENT

Loan #: 6163208041
Date: February 12, 2003

THIS MODIFICATION AGREEMENT is entered into on February 12, 2003, by and between, Margo D. Coker AKA Margo C. Saddler, an unmarried woman (hereinafter "Borrower") and Washington Mutual Bank, FA, successor by corporate merger to Bank United of Texas FSB, (hereinafter "Lender") with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of Lender in the original principal amount of \$78,800.00, dated August 3, 2000 which, together with any additional advances, is secured by a Deed of Trust (the "Security Instrument") of even date, recorded, August 3, 2000, as Book Number 152, Page Number 754 in the Official Records of Shelby County, Alabama.
2. There is now owing under the Note the principal sum of \$77,306.07, with interest owing from July 1, 2002 and other charges.
3. Borrower has requested Lender provide certain financial relief in connection with the Loan.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective February 1, 2003, the principal balance shall be increased by Five Thousand Five Hundred Ten and 40/100 Dollars (\$5,510.40), which represents interest owing from July 1, 2002, through and including January 31, 2003, in the amount of \$2,673.50; modification fees in the amount of \$600.00; foreclosure fees incurred by the Lender in the amount of \$2,147.75; and late charge fees in the amount of \$89.15.
2. Effective February 1, 2003, the modified principal balance will be Eighty Two Thousand Eight Hundred Sixteen and 47/100 Dollars (\$82,816.47), with interest owing from February 1, 2003.

3. Effective February 1, 2003, the Loan will be reamortized using the modified principal balance of \$82,816.47, the Initial interest rate of 5.500% and the remaining term of 331 months. The principal and interest payment, due March 1, 2003 will be \$486.71, plus an initial monthly impound payment of \$40.23, plus a monthly payment for hazard insurance of \$50.33, for a total initial monthly installment of \$577.27. The next scheduled payment adjustment will be effective with the November 1, 2003 installment. Interest will continue to accrue on the unpaid balance due on the note at the interest rate specified in this paragraph until the next interest rate adjustment date (as defined in the note), at which time , and on each interest rate adjustment date thereafter, the interest rate shall be adjusted according to the terms of the note. Borrower's new monthly payment specified in this paragraph also shall be adjusted periodically in accordance with the provisions of the note, at the times provided for in the note.
4. Borrower warrants and represents to Lender that since the recording of the Security Instrument nothing has occurred that would create a charge, lien or encumbrance affecting the Property that would be superior to, or have priority over, the lien of the Security Instrument, or otherwise adversely affect the security for the Note, as modified by this Agreement, other than the lien for taxes, if any, for taxes paid by such advance. If Lender elects to obtain an endorsement to the title insurance policy that presently insures, among other things, the priority of the lien created by the Security Instrument, or a Mortgage Priority Guarantee or similar instrument, in any such case to insure the continued priority of the lien created by the Security Instrument, this Agreement shall not become effective until such instrument has been obtained and the cost thereof has been paid to Lender by Borrower.
5. Except as expressly adjusted by this Agreement, all of the terms, covenants, conditions and agreements in the Note and Security Instrument remain unmodified and in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the Note, Security Instrument or any other document or instrument evidencing or securing the Loan, the terms of this Agreement shall prevail. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payment of the Note, as modified by this Agreement. Both Borrower and Lender acknowledge and agree that there are no agreements or understandings between them, except those that are reflected in this Agreement and in the documents pertaining to the Loan.

This Agreement does not constitute a novation or release of any persons heretofore or hereafter liable to Lender in connection with the Loan. The terms of this Agreement may constitute a forgiveness of debt for the referenced Borrower. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

*** ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC ***

BORROWER:

MDCoker
Margo D. Coker 2/25/03
Margo D. Coker date

LENDER: Washington Mutual Bank, FA,
Successor by Corporate Merger to Bank
United of Texas FSB.

Gina Ibarra 3/7/03
By: Gina Ibarra date
Assistant Vice President

ALL PURPOSE ACKNOWLEDGMENT

State of Alabama
County of Shelby } ss.

On February 21, 2003, before me, Jon Ellen Dix - A Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Margo D. Coker
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jon Ellen Dix - My Comm Exp. 11/15/04
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 4-5-03 before me, Patricia A. Abel, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gina Slana
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Patricia A. Abel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification Agreement

Document Date: 2-12-03 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

