

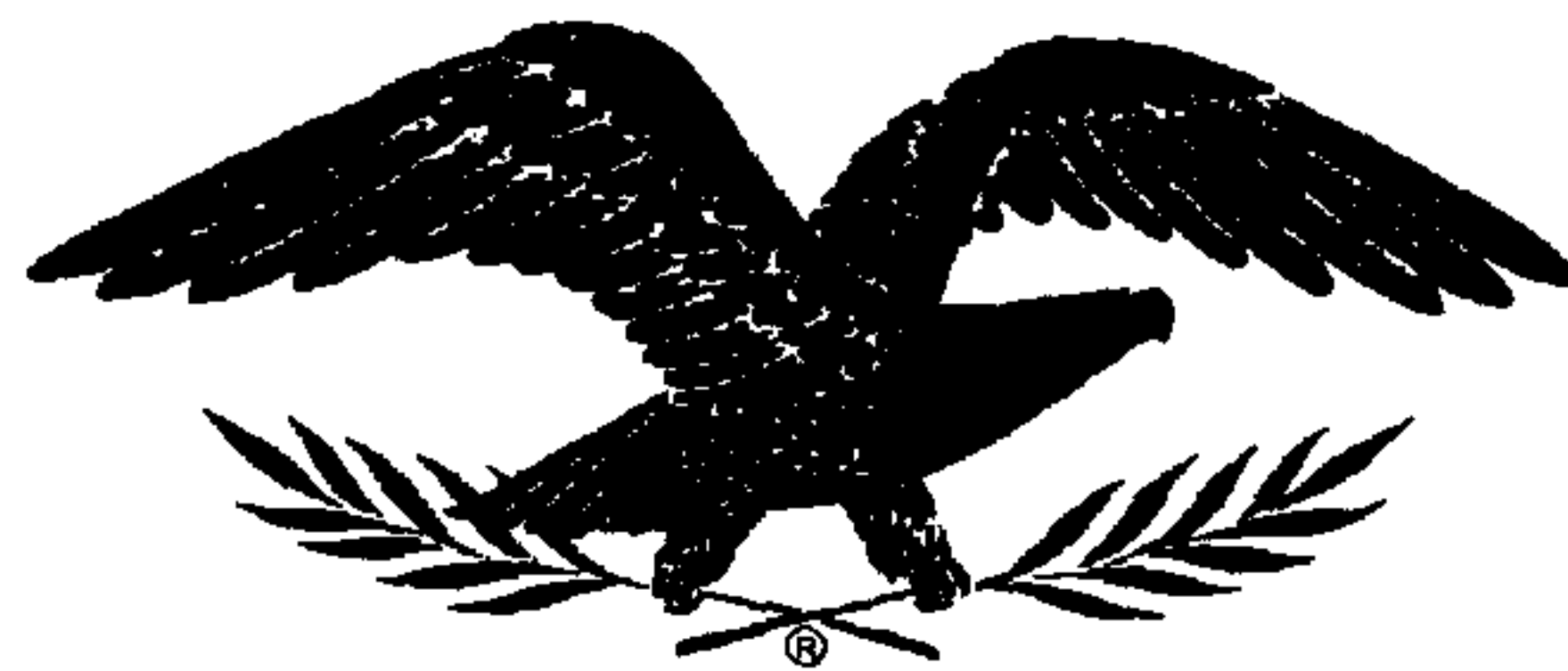
WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE CO.
3355 MICHELSON DRIVE
SUITE 250
IRVINE, CA 92612
ATTENTION: *JOANNE BUI*

ORDER NUMBER: 1548865

LOAN MODIFICATION AGREEMENT

Prepared By: NATHAN HOANG

STATE: ALABAMA
COUNTY: SHELBY



**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)**

Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, Ohio 43219
Prepared by Nathan Hoang
Re:0907650532

1548865 _____ {Space Above This Line For Recording Data} _____

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 31 day of January, 2003, between Brian D. Reese, and Rebakah I Reese, ("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 Hamilton Mortgage Corporation, dated September 24, 1998 and recorded in Document No. 1998-44858, on November 12, 1998 of the Records of Shelby County, and subsequently assigned to Chase Manhattan Mortgage Corporation by assignment dated July 30, 2000 and recorded in Document No. 2000-29676, on August 30, 2000 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 108 Stone Road, Pelham, Alabama 35124, with the original principal balance U.S. \$119,274.00, and the principal balance before the loan modification being U.S. \$113,834.00, the real property described being set forth as follows:

LOT 30, ACCORDING TO THE SURVEY OF STONEHAVEN, SECOND ADDITION, AS RECORDED IN MAP BOOK 21, PAGE 25, 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. \$117,030.25 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 October 01, 2028.

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 7.00% for the payments due from March 1, 2003 through and including October 01, 2028.

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 \$819.26 for the payments due from March 1, 2003 through and including October 01, 2028. 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.

Capped Amount \$ 3,296.25

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.

LeAnne M Noble
 Witness 1 Signature

Brian D Reese
 Brian D. Reese

LeAnne M Noble
 Printed Name of Witness

Rachel Hawkins
 Witness 2 Signature

Rachel Hawkins
 Printed Name of Witness

LeAnne M Noble
 Witness 1 Signature

Rebakah I Reese
 Rebakah I Reese

LeAnne M Noble
 Printed Name of Witness

Rachel Hawkins
 Witness 2 Signature

Rachel Hawkins
 Printed Name of Witness

Denise Favours
Witness 1

Chase Manhattan Mortgage Corporation
Wendy S. Nutter
Wendy S. Nutter
Assistant Vice President

Denise Favours
Printed Name of Witness

Tracy Sum
Witness 2 Signature

Tracy Summers
Printed Name of Witness

_____ {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 Brian D. Reese 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 Birmingham, AL, this 5th day of February, 2008

Christina L. Samell
Notary Public

My commission expires: 3/22/06

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public, in and for said County, personally appeared the above named Rebakah I Reese 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 Birmingham, AL, this 5th day of February, 2008

Christina L. Samell
Notary Public

My commission expires: 3/22/06

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 30th day of June, 2003.

My commissi



M.J. KRIEGER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES
NOVEMBER 3, 2004

M.J. Krieger

Notary Public
M.J. Krieger