


Prepared by:
MARILYN BERMINGHAM
TransLand Financial Services, Inc.
2701 Maitland Center Pkwy, Ste. 300
Maitland, FL. 32751


20031008000676600 Pg 1/6 27.00
Shelby Cnty Judge of Probate, AL
10/08/2003 10:44:00 FILED/CERTIFIED

[Space Above This Line for Recording Data]

FHA/VA SECURITY INSTRUMENT MODIFICATION AGREEMENT (MERS)

Lenders Loan No:	11127957	Case #:	011-5107566-703
Min:	100081700111279571	MERS Phone:	1-888-679-6377

THIS AGREEMENT, made this **25th** day of **September, 2003**, by and between **SUSAN HEDRICK, A MARRIED WOMAN, JOINED BY HER HUSBAND CHARLES GOODWIN**

in regards to the property located at:
**1185 VALENTINE CIRCLE
WILSONVILLE, AL 35186-**

LEGAL:

LOT 13, ACCORDING TO THE MAP OF SHAFNER-SCHATZ SUBDIVISION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN MAP BOOK 6, PAGE 98.

TOGETHER WITH THAT CERTAIN 2003 FLEETWOOD MODEL 6763 MANUFACTURED HOME, SERIAL #GAFL307A51145-WW11

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 **July 17, 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 _____ Page _____ Public Records of **SHELBY** County, **AL**, securing a debt evidenced by a promissory note ("Note") dated **July 17, 2003**, in the original amount of **\$ 59,032.00** 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 **\$ 59,032.00** and that interest has been paid to **October 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 **N/A**
4. Maturity date is adjusted to **October 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

SHCG
Initials

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.

- 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.



 TransLand Financial Services, Inc.

(Seal)
 -Lender



 SUSAN HEDRICK

(Seal)
 -Borrower

By: Frances E. Dunn
 Executive Vice President



(Seal)
 -Borrower



 Mortgage Electronic Registration Systems, Inc.

By: Frances E. Dunn
 Assistant Secretary

(Seal)
 -Borrower

(Seal)
 -Borrower

[Space Below This Line For Acknowledgments]

Acknowledgement for Borrower:

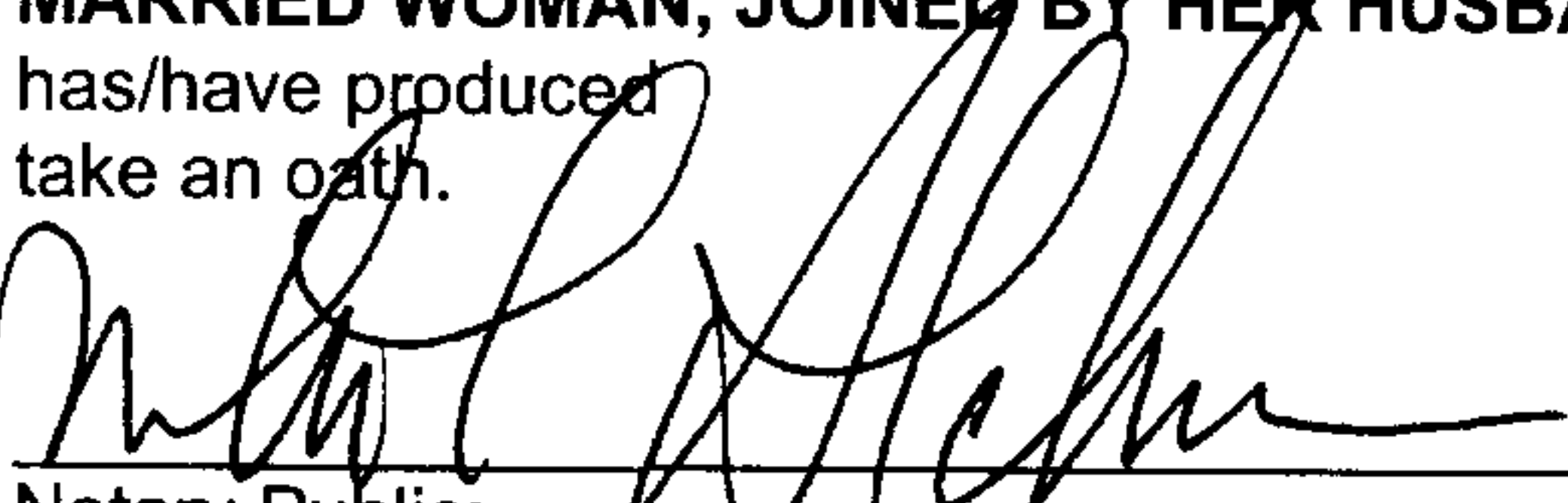
Signed, sealed and delivered
 IN THE PRESENCE OF:

 (witness)

 (witness)

STATE OF Alabama
 COUNTY OF Shelby

The foregoing instrument was acknowledged before me this **25th** day of **September, 2003** by **SUSAN HEDRICK, A MARRIED WOMAN, JOINED BY HER HUSBAND CHARLES GOODWIN** who is/are personally known to me or has/have produced _____ as identification and who did/did not take an oath.



(SEAL)

Notary Public:
 Commission Number:
 My Commission Expires: 10-16-04
 (Type/Print name) Mike T. Atchison

Additional acknowledgements on next page

 Initials

Acknowledgement for Lender:

Signed, sealed and delivered
IN THE PRESENCE OF:

Lauri Robinson
(witness) LAURI ROBINSON

Pamela Knapp
(witness) PAMELA KNAPP

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **25th** day of **September, 2003** by **Frances E. Dunn** as **Executive Vice President** of TransLand Financial Services, Inc. on behalf of said corporation. Who are personally known to me and have not taken an oath.

Marilyn Bermingham

Notary Public
Commission Number:
My Commission Expires:
(Type/Print name)



(SEAL)
Marilyn Bermingham
MY COMMISSION # DD114298 EXPIRES
July 26, 2006
BONDED THRU TROY FAIN INSURANCE, INC

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

Signed, sealed and delivered
IN THE PRESENCE OF:

Lauri Robinson
(witness) LAURI ROBINSON

Pamela Knapp
(witness) PAMELA KNAPP

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **25th** day of **September, 2003** by **Frances E. Dunn** 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.

Marilyn Bermingham

Notary Public:
Commission Number:
My Commission Expires:
(Type/Print name)



(SEAL)
Marilyn Bermingham
MY COMMISSION # DD114298 EXPIRES
July 26, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Initials

Certified To Be A True And Correct Copy

Mike T. Atchison

NOTE

HEDRICK
LOAN #: 11127957
CASE #: 011-5107566-703 -
MIN: 100081700111279571

SEPTEMBER 25, 2003
[Date]

COLUMBIANA
[City]

ALABAMA
[State]

1185 VALENTINE CIRCLE, WILSONVILLE, AL 35186
[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 **FIFTY-NINE THOUSAND THIRTY-TWO AND 00/100** Dollars (U.S. \$ **59,032.00**), 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-HALE** 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 **NOVEMBER, 2003** . Any principal and interest remaining on the **1ST** day of **OCTOBER, 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 \$ **373.12** . 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.

Susan Hedrick 9/25/03
- BORROWER - SUSAN HEDRICK - DATE -

20031008000676600 Pg 6/6 27.00
Shelby Cnty Judge of Probate, AL
10/08/2003 10:44:00 FILED/CERTIFIED

[Sign Original Only]