

Loan# 0025248360

This instrument was prepared by:

Katrina Smith, Conversion Specialist
4802 Deer Lake Pkwy East
Jacksonville, FL 32246

Record and return to:

Cendant Mortgage Corporation

3000 Leadenhall Road Mount Laurel, NJ
08054

ORIGINAL

Parcel Identifier: 07-2-09-0-001-021

MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **March 23rd, 2004**, by and between **James T O' Hara, Annette O O' Hara**, who reside at **131 TWIN OAKS LANE VINCENT, AL 35178** (herein individually and collectively referred to as "Borrower"), and **Cendant Mortgage Corporation, a Corporation** (herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **September 5, 2003**, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on 9/17/03 in Doc.# 20030917000625810, if applicable, of the Public/Land Records of **SHELBY COUNTY**, state of **AL**, securing a debt evidenced by a promissory note (the "Note") dated **September 5, 2003**, in the original principal amount of \$148,000.00, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is **148,000.00**.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heir, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, _____, is not obligated on the Note, (i) then this Agreement has been executed by the spouse or the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

Executed on the date first above written.

Witnesses:

Mandy Mitchell
Name:
(Witness)

Carol Morris
Name:
(Witness)

Mandy Mitchell
Name:
(Witness)

Carol Morris
Name:
(Witness)

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

James T O' Hara (Seal)
James T O' Hara
-Borrower

131 TWIN OAKS LANE
VINCENT, AL 35178

Annette O O' Hara (Seal)
Annette O O' Hara
-Borrower

131 TWIN OAKS LANE
VINCENT, AL 35178

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ALABAMA, SHELBY County ss:

On this 29th day of March 2004, I, Crystal M Threadgill, a
Notary Public in and for said county and in said state, hereby certify that, James T O' Hara, Annette O O' Hara

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me
that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as
his/her/their act on the day the same bears date.

Given under my hand and official seal of this office this 29th day of
March 2004.

My Commission Expires: _____ NOTARY PUBLIC STATE OF ALABAMA AT LARGE
~~MY COMMISSION EXPIRES: Feb 11, 2008~~

Crystal M Threadgill
Notary Public

Prepared by:

Katrina Smith, Conversion Specialist
4802 Deer Lake Parkway East
Jacksonville, FL 32246

0701149 (021303)

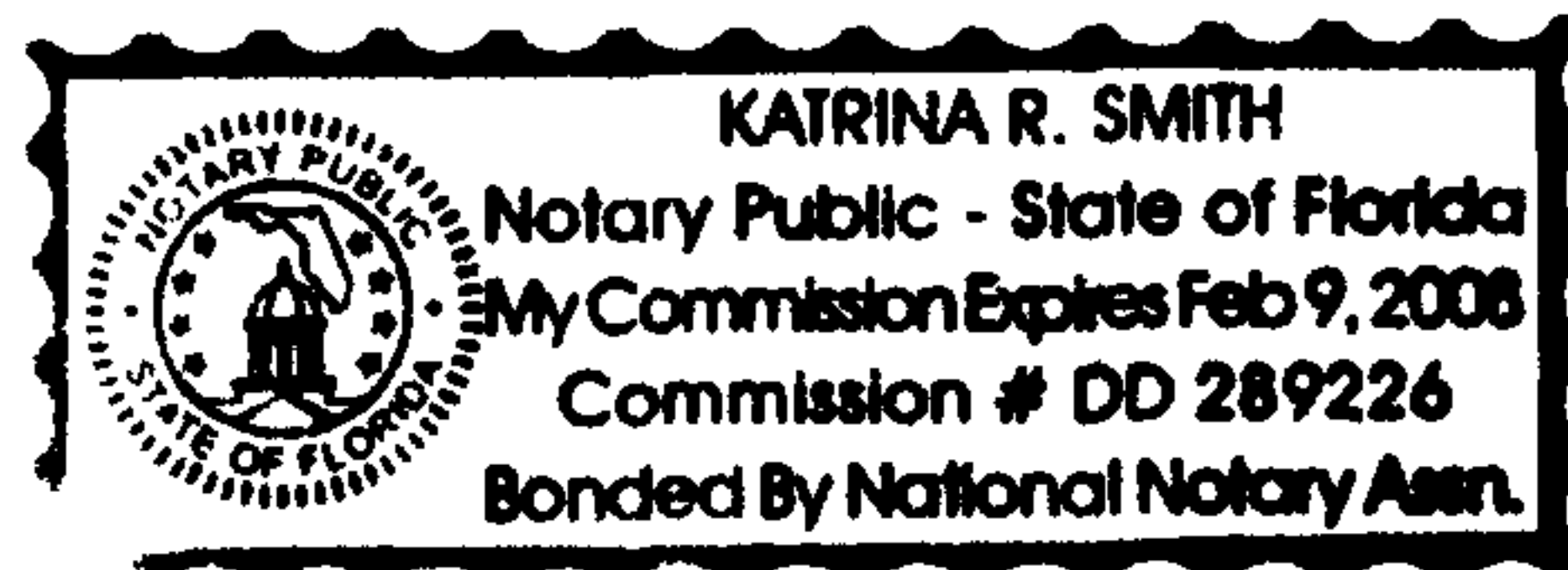
Cendant Mortgage Corporation

By: _____

Albert J. Dimoush
Assistant Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of April 2004, by Albert J. Dimoush, Assistant Vice President of Cendant Mortgage Corporation a Corporation organized under the laws of the state of New Jersey on behalf of said Corporation. He is personally known to me.



Katrina R. Smith
Name:
Notary Public, State of Florida
Commission No:
My Commission Expires:

EXHIBIT A
FIXED RATE MORTGAGE

- (a) Beginning on the first day of May 1st , 2004 and on the first day of every month thereafter, Borrower will pay interest at a yearly fixed rate of 5.350.
- (b) Each of Borrower's principal and interest payments will be in the amount of 826.46.
- (c) Borrower's monthly payments will continue until all of the principal and interest and any other charges described in the Note have been paid in full, except that if, on April 1st, 2034, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date."

EXHIBIT B

Commencing at the Southwest Corner of the Northwest Quarter of the Southeast Quarter Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East, a distance of 321.30 feet; thence North 1 degree 00 minutes 00 seconds West, a distance of 1302.85 feet to the POINT OF BEGINNING; thence continuing northerly along said line, a distance of 105.45 feet to the south property line of AR and Melvia Scroggins and a fence line thence North 59 degrees 56 minutes 54 seconds East along the said fence line , a distance of 155.55 feet; thence North 33 degrees 25 minutes 38 seconds East, along said fence line for a distance of 200.51 feet; thence North 59 degrees 05 minutes 36 seconds East along said fence line for a distance of 160.34 feet; thence South 84 degrees 40 minutes 08 seconds East along said fence line for a distance of 197.37 feet; thence South 19 degrees 15 minutes 57 seconds West, a distance of 281.61 feet; thence South 79 degrees 28 minutes 02 seconds West, a distance of 135.83 feet; thence South 38 degrees 41 minutes 17 seconds West, a distance of 107.55 feet; thence South 81 degrees 57 minutes 32 seconds West, a distance of 286.47 feet to the POINT OF BEGINNING; said described tract containing 3.0 acres, more or less.

Also known as:

131 TWIN OAKS LANE
VINCENT
AL
35178