

-----[Space Above This Line For Recording Data]-----

Prepared By

Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, OH 43219-6009
Attn: Balloon Department: sh

Prepared By:

April Billue
April Billue, Balloon Loan Representative

CMMC #0907270429

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

BALLOON LOAN MODIFICATION

**(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)**

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE
ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made May 2, 2003, between **David T. Huddleston, Jr.** and wife, **Penni B. Huddleston** ("Borrower"), and **Chase Mortgage Company** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **April 24, 1996**, securing the original principal sum of U.S. **\$110,500.00**, and recorded on **April 25, 1996**, as **Inst. # 1996-13404**, of the Official Records of **Shelby County, Alabama** and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at **1590 Bent River Circle, Birmingham, Alabama 35216** the real property described being set forth as follows:

LOT 37, ACCORDING TO THE SURVEY OF BENT RIVER ESTATES, PHASE I, AS RECORDED IN MAP BOOK 17, PAGE 135 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXECPTED.

Parcel # 104170001017006

BEING THE SAME PROPERTY CONVEYED TO **DAVID T. HUDDLESTON, JR. AND WIFE, Penni B. HUDDLESTON** BY DEED DATED **APRIL 24, 1996**, AND RECORDED IN DEED INSTRUMENT NUMBER **1996-13403** IN SHELBY, ALABAMA.

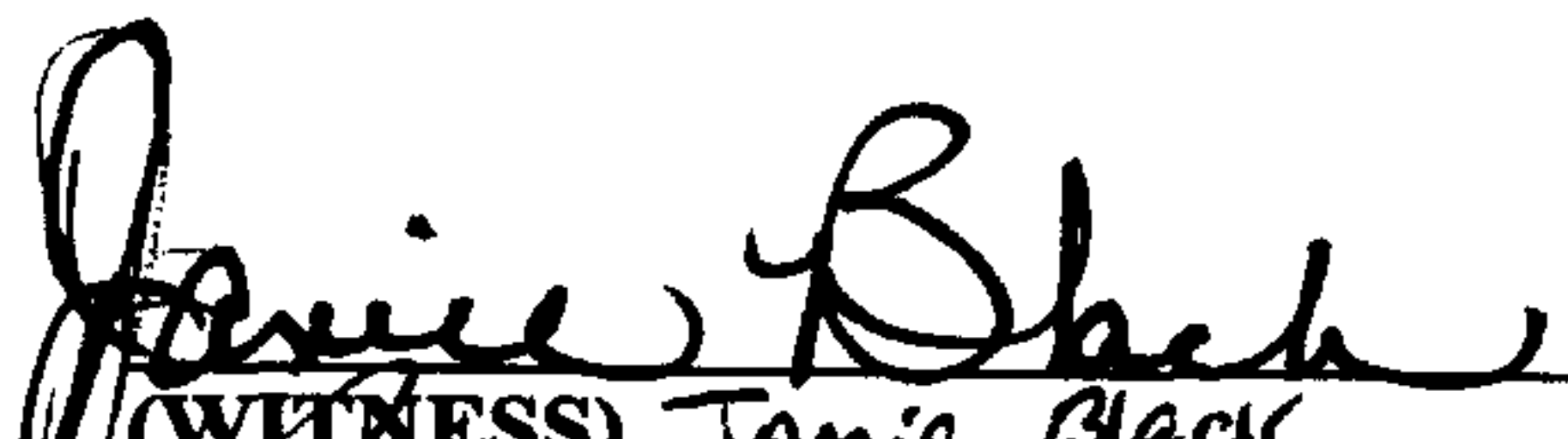
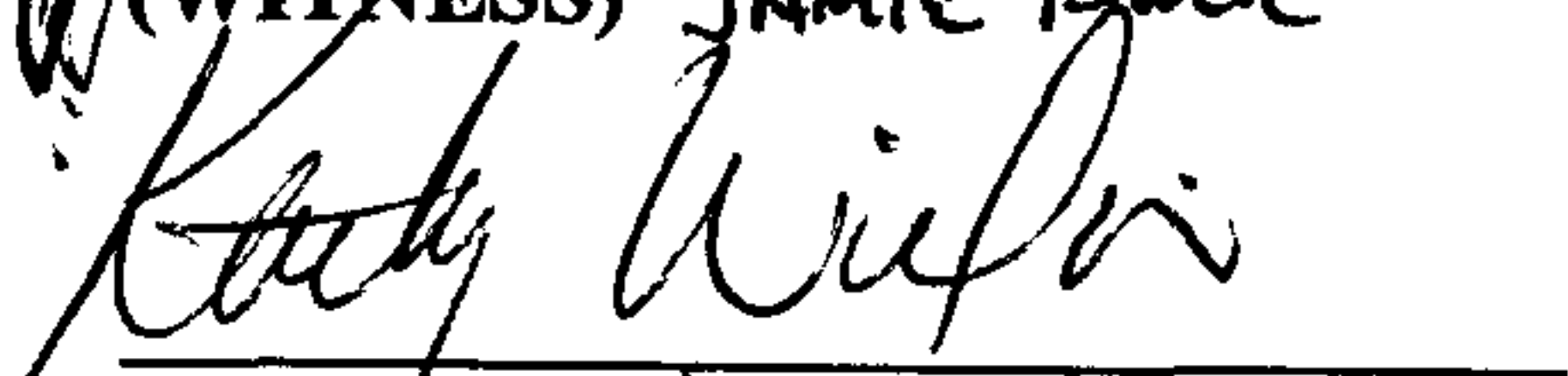
To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):


1. The Borrower is the owner and occupant of the Property.
2. As of **May 1, 2003**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is **U.S. \$100,269.91**.
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 the yearly rate of **5.875%**, beginning **May 1, 2003**. The Borrower promises to make monthly payments of principal and interest of **U. S. \$ 663.19** beginning on the **1st day of June 2003**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2026**, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.


The Borrower will make such payments at 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, 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 Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and will comply with, all of the terms and provisions thereof, as amended by this Modification

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note]


(WITNESS) Jamie Black

(WITNESS) Kathy Williams


David T. Huddleston, Jr. (SEAL)
-BORROWER


Penni B. Huddleston (SEAL)
-BORROWER

-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

(Individual Acknowledgment)

State of Alabama
County of Jefferson ss:

On this the 12th day of May 2003, before me a Notary Public, personally appeared Penni Huddleston
DAVID T HUDDLESTON, JR. AND PENNI B HUDDLESTON

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kathy Burns Williams
(Notary Public)
Kathy Burns Williams

My Commission expires: MY COMMISSION EXPIRES JANUARY 13, 2007 (Seal)

When Recorded Return To:

First American Title Company

3355 Michelson Dr., Suite 250

Irvine, CA 92612

Attn: Gina Pantoja 1735400 Chase

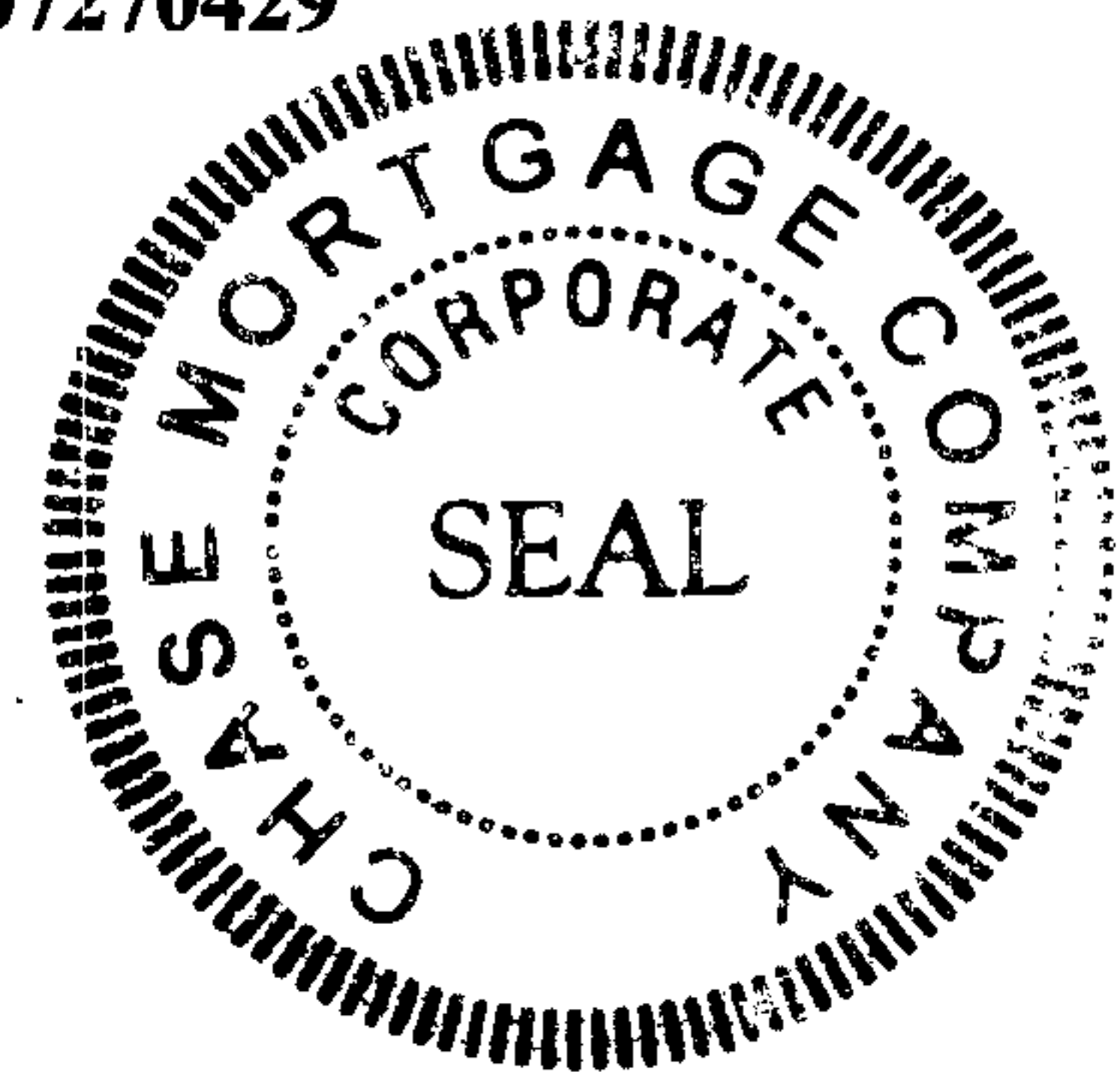
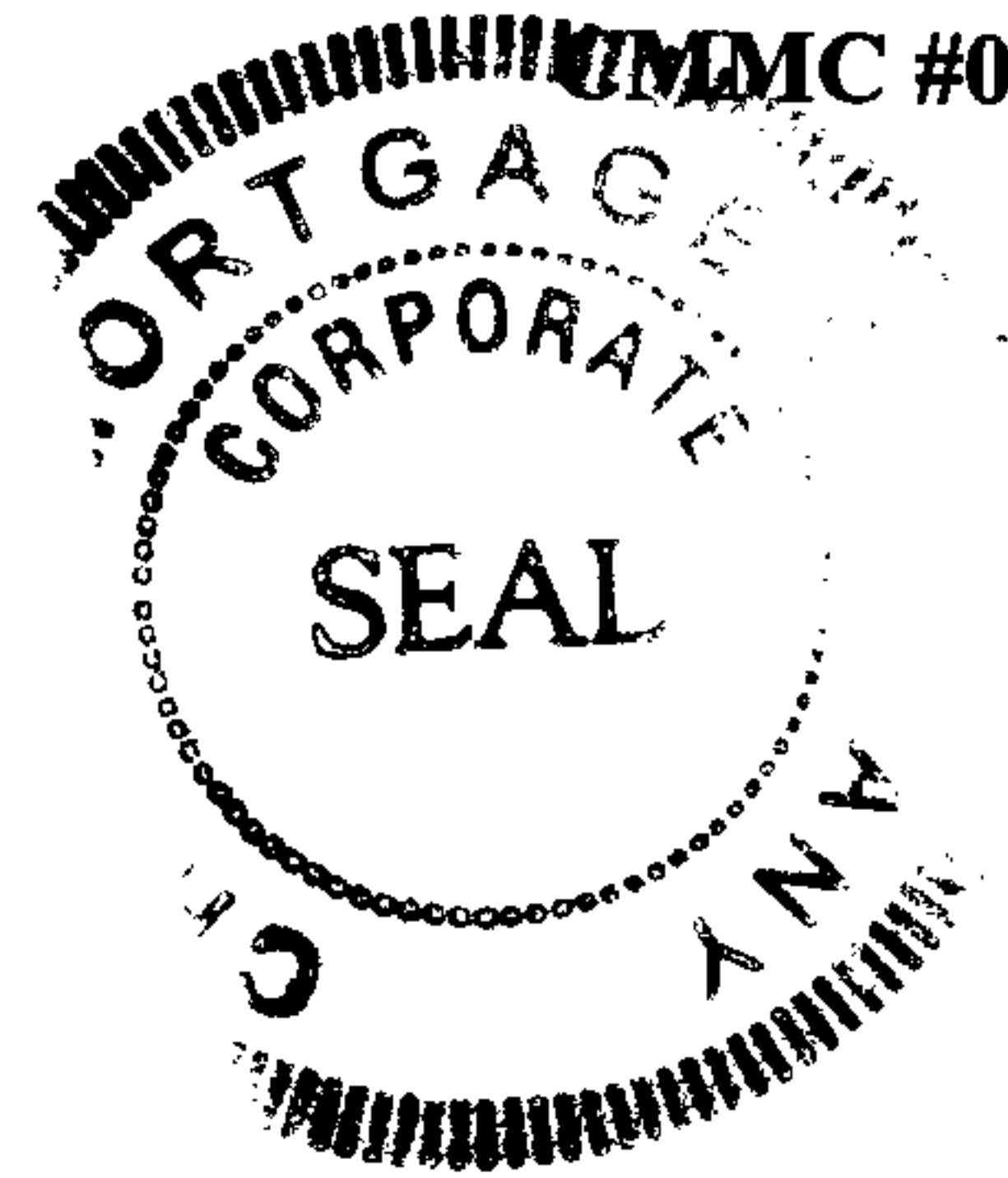
Chase Mortgage Company

By:

James Christman
James Christman, Assistant Vice President

April Billue
WITNESS-APRIL BILLUE

Jacqueline Lyons
WITNESS-JACQUELINE LYONS



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State of Ohio }
 }
County of Franklin }

This instrument was acknowledged before me this 13th day of May 2003, by James Christman, Assistant Vice President of Chase Mortgage Company, on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Margaret S. Easterday
Notary Public



MARGARET S. EASTERDAY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Aug. 2, 2004