

PREPARED BY:  
MOSS CODILIS, L.L.P.  
6560 Greenwood Plaza Blvd., Ste. 550  
Englewood, CO 80111  
1739024

**WHEN RECORDED MAIL TO:**  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.

Loan No. 8000042435

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 23<sup>rd</sup> day of March, 2004, between **Bobby C. Chance and Mary Helen Chance**, husband and wife, ("Borrower(s)"), whose address is **520 Overhill Drive, Pelham, Alabama 35124** and **Washington Mutual Bank, FA f/k/a Fleet Mortgage Corporation**, ("Lender"), with offices at 7255 Baymeadows Way, Jacksonville, FL 32256, current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **June 28, 1991**, made in the amount of **\$79,303.00**, and (2) the Security Instrument dated **June 28, 1991**, and recorded **July 9, 1991**, in **Volume 352, Page 264** in the official records of **Shelby County** which covers the real property described in said Security Instrument, located at: **520 Overhill Drive, Pelham, Alabama 35124** ("Property"), and more particularly described as:

*LOT 6, BLOCK 5, ACCORDING TO THE SURVEY OF OAK MOUNTAIN ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 83, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.*

*TAX ID/PARCEL NUMBER: 131114001023000*

WARRANTY DEED, JOINTY FOR LIFE WITH REMAINDER TO SURVIVOR BOBBY C. CHANCE AND WIFE, MARY HELEN CHANCE FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO SURVIVOR OF THEM IN FEE SIMPLE RECORDED ON JULY 9, 1991 IN VOLUME 352, PAGE 263.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note or Security Instrument.

1. As of **March 1, 2004**, the amount payable under the Note and the Security Instrument is **\$69,571.36** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of **\$10,969.60** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **208** months. When payments resume on **April 1, 2004**, the New Unpaid Principal Balance will be **\$80,540.96**.



2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **9.500%** from **March 1, 2004**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$791.03** beginning **April 1, 2004**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **July 1, 2021**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Washington Mutual Bank, FA, 9601 McAllister Freeway, San Antonio, TX 78216 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

BORROWER(S):

Date: 3-30-04

Bobby C. Chance  
Bobby C. Chance

Mary Helen Chance  
Mary Helen Chance

RR Portnoy  
Witness Signature  
RR PORTNOY  
Print Name

Debra Milton  
Witness Signature  
Debra Milton  
Print Name

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

On 3/30/04, before me, the undersigned, a Notary Public in and for said State, personally appeared Bobby C. Chance and Mary Helen Chance, husband and wife, [ ] personally known to me - OR - [ ] 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.

[Signature]  
Signature of Notary

BILL STEINER  
Printed Name

My commission expires: 2/2/07



LENDER:

Date: 4-15-04

Washington Mutual Bank, FA f/k/a Fleet Mortgage Corporation, current holder of the Note and Security Instrument

BY: Wendy Knafelc

Wendy Knafelc, Vice President

Victoria Grimm

Victoria Grimm, Assistant Secretary

Savannah Rogers

Witness Signature

Savannah Rogers

Print Name

Yvonne Guerra

Witness Signature

Yvonne Guerra

Print Name

STATE OF Florida )  
COUNTY OF Duval )

On 4-15-04, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendy Knafelc and Victoria Grimm ☒ personally known to me - OR - ☐ 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.

Phillip Gioeli  
Signature of Notary  
Phillip Gioeli

Printed Name

My commission expires: 9-11-07

