

When Recorded Return To: *Mod Rec*  
First American Title Company *Sum*  
P.O. Box 27670  
Santa Ana, CA 92799 *2072748*  
Attn: Special Default Services Division

Loan # 0612208188

**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 29<sup>th</sup> day of July, 2004, between Marilyn Weiss, a married woman & husband Donald Weiss ("Borrower") whose address is 209 Savannah Ln, Calera, AL 35040 and ABN AMRO Mortgage Group, Inc. ("Lender") 2600 W. Big Beaver Road, Troy, MI 48084, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 24, 2001 in the amount of \$190,000.00 and recorded in Instrument No. 2001-04687, of the Records of Shelby County and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 209 Savannah Ln, Calera, AL 35040 the real property described being set forth as follows: *new capped @ 24,823.24*

LEGAL DESCRIPTION

Lot 409, according to the Survey of Savannah Pointe, Sector V, Phase I, as recorded in Map Book 26, Page 50, 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 Note or Security Instrument):

1. As of August 1, 2004 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$214,823.24, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$186,504.48.
2. 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 monthly rate of 8.375%, from August 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,683.68, beginning on the 1<sup>st</sup> day of September, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the

Maturity Date.

The Borrower will make payments at ABN AMRO Mortgage Group, Inc. or at such other place as the Lender may require.

3. 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 this Security Instrument.

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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, 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 Note and Security Instrument (if any) providing for, implementing, of 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, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions 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 Security Instrument. Except as otherwise specifically 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 thereof, as amended by this Agreement.

This document drafted by:  
Andrew Hamric  
ABN AMRO Mortgage Group, Inc.  
320 E. Big Beaver Road  
Troy, MI 48083



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Mamie Bowers  
First Witness Signature

Marilyn Weiss  
Marilyn Weiss (Borrower)

MAMIE BOWERS  
(First Witness Please Print Name)

Amanda Medlin  
Second Witness Signature

Donald Weiss  
Donald Weiss (Borrower)

AMANDA MEDLIN  
(Second Witness Please Print Name)

STATE OF AL )  
COUNTY OF Shelby ) SS

On this the 29th day of July, 2004, before me Janet Killingsworth A NOTARY PUBLIC, the undersigned officer, personally appeared Marilyn & Donald Weiss, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Janet Killingsworth  
Notary Public  
Shelby County,

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 29, 2006

\*\*\*\*\*SPACE BELOW THIS LINE FOR LENDER USE ONLY \*\*\*\*\*

ABN AMRO MORTGAGE GROUP, INC.

Andrew Hamric

Andrew Hamric – Witness

By:

Susan Street  
Susan Street

ITS: Officer

20040824000474240 Pg 4/4 57.35  
Shelby Cnty Judge of Probate, AL  
08/24/2004 12:19:00 FILED/CERTIFIED

Latisha Johnson  
Latisha Johnson – Witness

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 2nd day of August, 2004, by Susan Street,  
an Officer of ABN AMRO MORTGAGE GROUP, INC., on behalf of the bank.

Michael F. Biesbrouck  
Notary Public

Prepared by: Andrew Hamric

**~~AFTER RECORDING RETURN TO:~~**  
ABN AMRO Mortgage Group, Inc.  
320 East Big Beaver Road  
Troy, Michigan 48083

