

RECORD AND RETURN TO: *YPC*  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION

*1779244*

FHA Case No. 011-4836273  
18500458

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JULY 1, 2004**,  
between **THOMAS T. HAGAN AND LENA MARIE HAGAN, HUSBAND AND WIFE, AS JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP**

("Borrower"), whose address is  
**9455 BROOK FOREST CIRCLE  
HELENA, ALABAMA 35080**

and

**WASHINGTON MUTUAL BANK**

*new money \$9,039.36*

("Lender"), whose address is **7255 BAYMEADOWS WAY  
JACKSONVILLE, FLORIDA 32256**

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **OCTOBER 3, 2001** and recorded in **Instrument No. 2001-45905**

**SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. \$ **115,507.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100054100001804005** and MERS Registration Date **AUGUST 13, 2002**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **9455 BROOK FOREST CIRCLE  
HELENA, ALABAMA 35080**

*Int 224*

*C*

the real property described is located in **SHELBY**  
and being set forth as follows:

**COUNTY, ALABAMA**

**LOT 37-A, BROOK FOREST ADDITION TO WYNDHAM, AS RECORDED IN MAP BOOK 37, PAGE 25, 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 **JULY 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **124,546.36** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 **6.500 %**, from **JULY 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **813.72**, beginning on the first day of **AUGUST, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 01, 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 such payments at  
**WASHINGTON MUTUAL BANK**  
**P.O. BOX 34150**  
**SAN ANTONIO, TEXAS 78265-4150**  
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 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 cancelled, null and void, as of the date specified in Paragraph No. 1 above:

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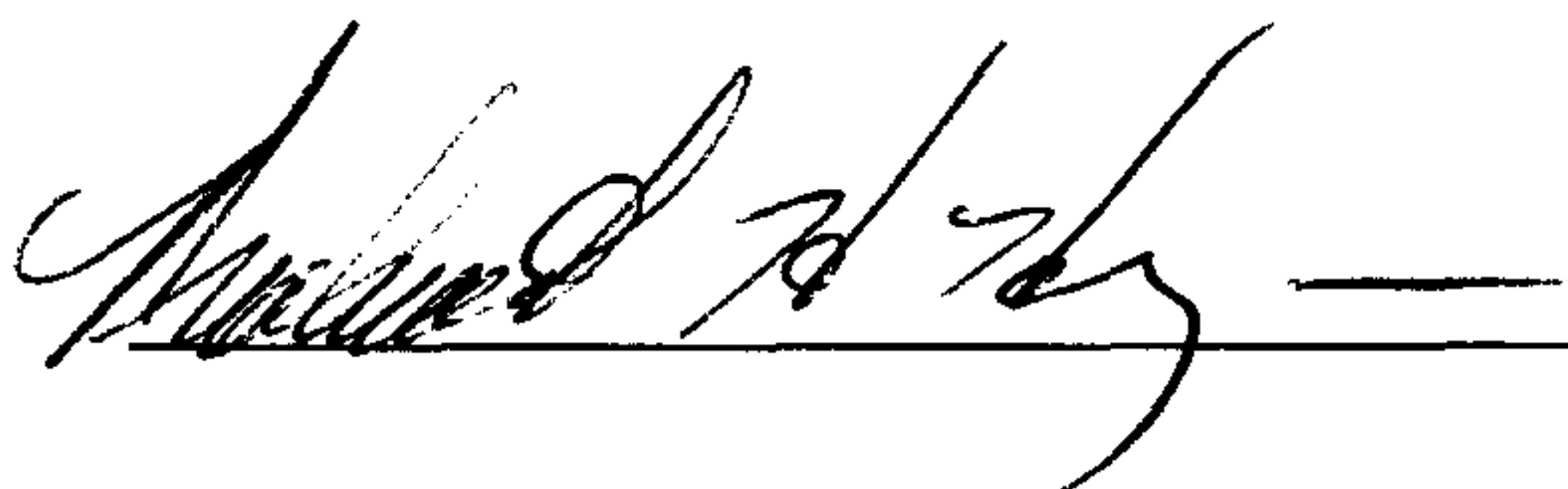
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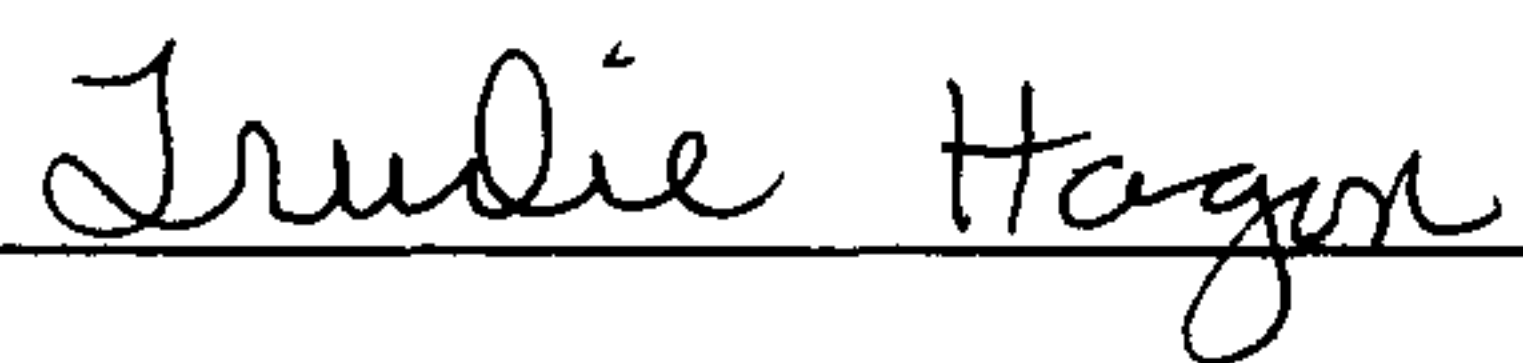
(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

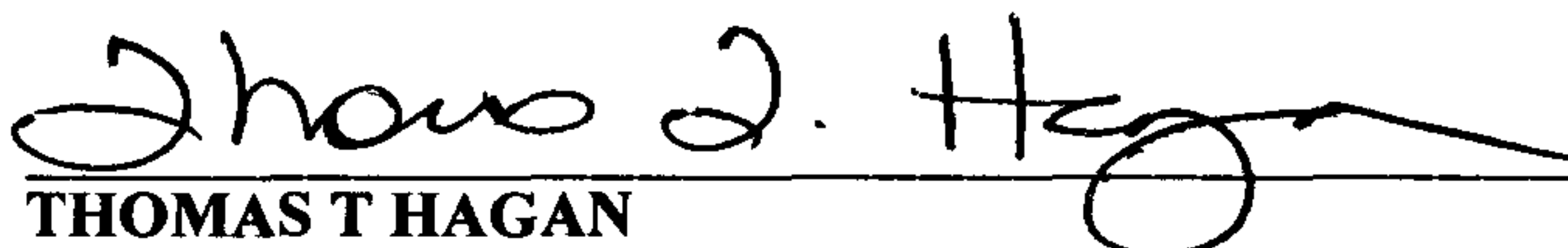
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.


5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
\_\_\_\_\_  
-Witness

  
\_\_\_\_\_  
-Witness


  
\_\_\_\_\_  
THOMAS T HAGAN (Seal)  
-Borrower

  
\_\_\_\_\_  
LENA MARIE HAGAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

**WASHINGTON MUTUAL BANK**

  
\_\_\_\_\_  
Name: (Corporate Seal)  
Its: Mamie Clark -Lender  
Vice President

18500458

[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

STATE OF Alabama, Montgomery COUNTY SS:

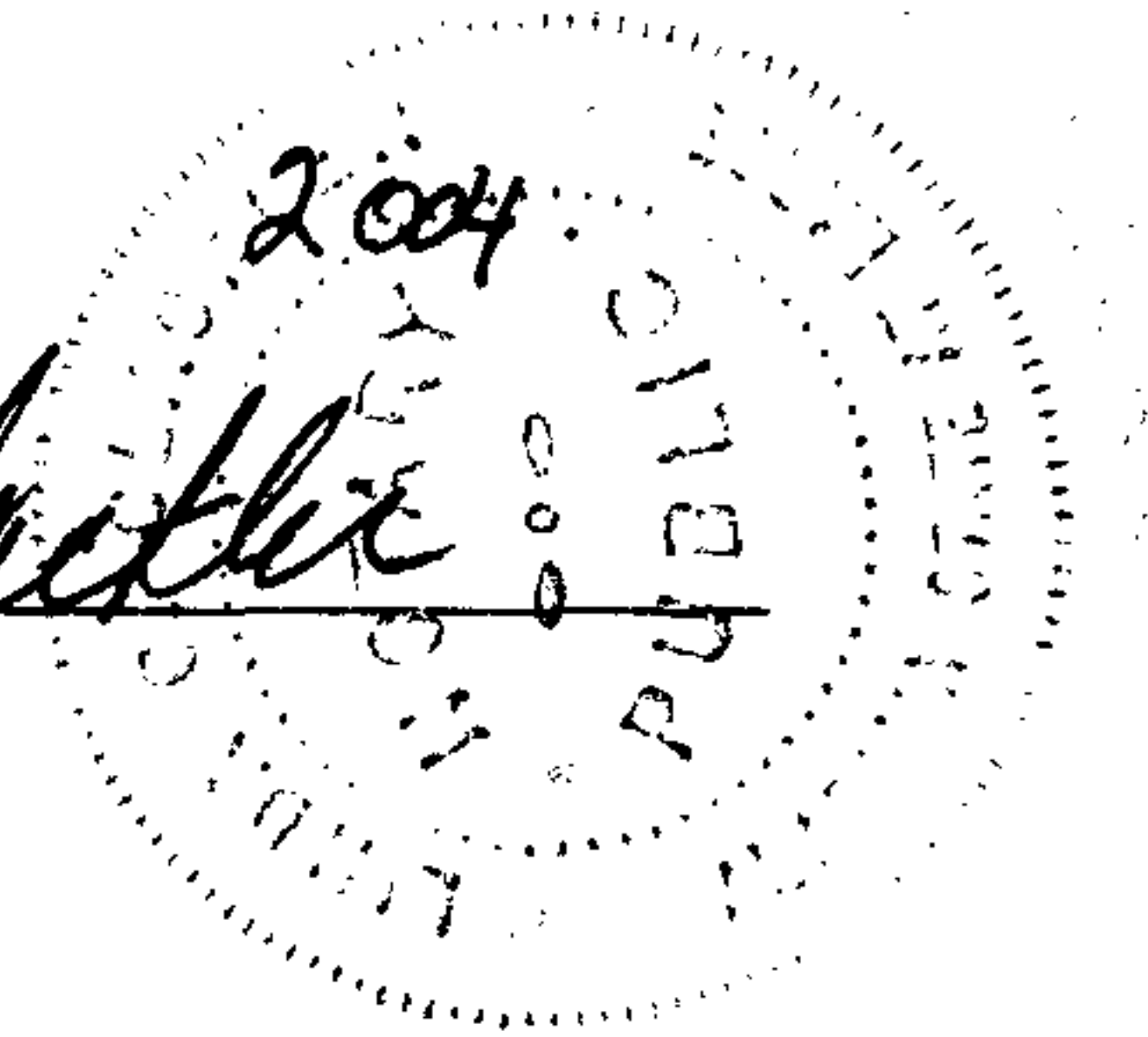
On this 21<sup>st</sup> day of July, 2004, I, Linda H. Clackler  
a Notary Public in and for said county and in said state, hereby certify that Thomas T. Hagan  
and Lena Marie Hagan

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that,  
being informed of the contents of the conveyance, executed the same voluntarily and as  
act on the day the same bears date.

Given under my hand and seal of office, this the 21<sup>st</sup> day of July

My commission expires: 3/2/08

Linda H. Clackler  
Notary Public



**LENDER ACKNOWLEDGMENT**

STATE OF Florida COUNTY OF Duval

The foregoing instrument was acknowledged before me this August 27, 2004 by  
of Mamie Clark, the

a, on behalf of said entity.

Signature of Person Taking Acknowledgment

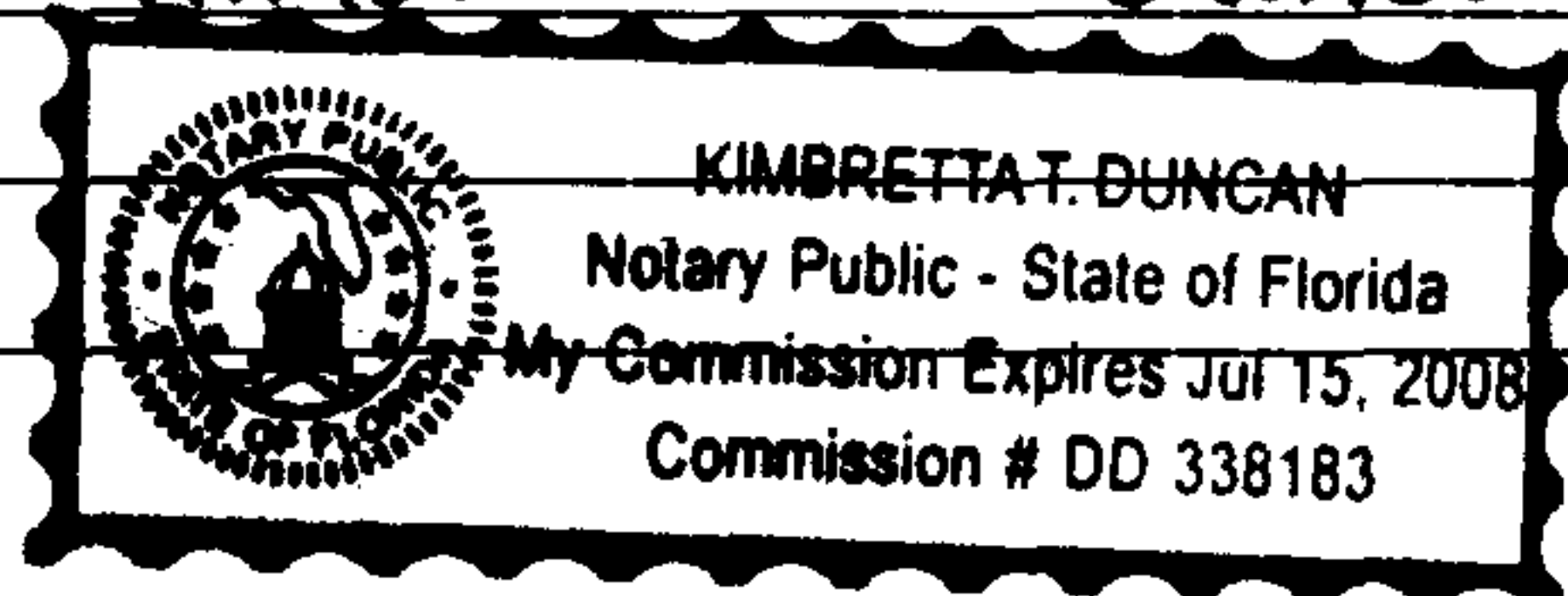
Kimbretta T. Duncan

Printed Name

Kimbretta T. Duncan

Title or Rank

Serial Number, if any



HUD MERS Modification Agreement

FAND# ALHUDDMERSMOD-4 Rev. 05-06-03

Page 4 of 4

**THIS DOCUMENT WAS PREPARED BY:**

**SAVANNAH ROGERS**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**  
**904-732-8045**

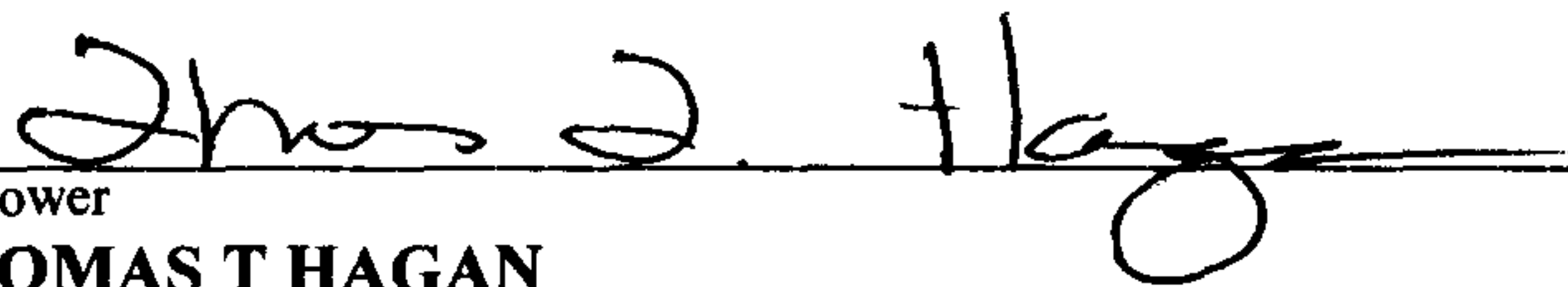
HAGAN  
9455 BROOK FOREST CIRCLE  
HELENA, ALABAMA 35080  
WASHINGTON MUTUAL BANK


## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

  
Borrower \_\_\_\_\_ Date 7-21-04  
THOMAS T HAGAN

  
Borrower \_\_\_\_\_ Date 7-21-04  
LENA MARIE HAGAN

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_



HAGAN  
9455 BROOK FOREST CIRCLE  
HELENA, ALABAMA 35080  
WASHINGTON MUTUAL BANK

18500458

20041005000549020 Pg 6/6 39.65  
Shelby Cnty Judge of Probate, AL  
10/05/2004 11:05:00 FILED/CERTIFIED

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of  
WASHINGTON MUTUAL BANK

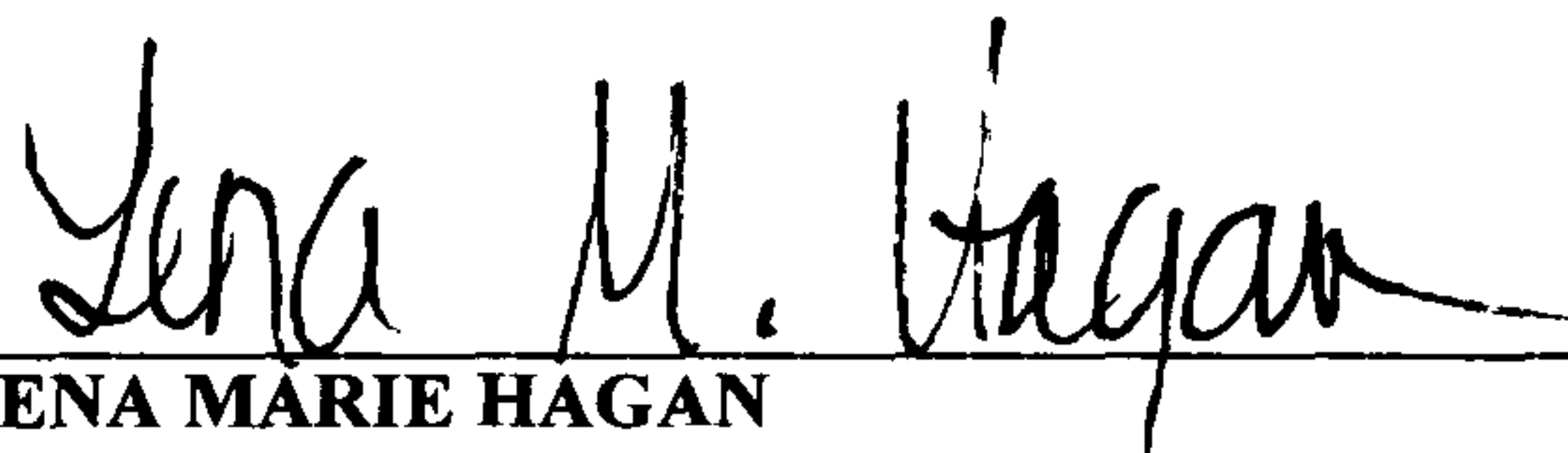
(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
THOMAS T HAGAN

7-21-04  
Date

  
LENA MARIE HAGAN

7-21-04  
Date

Date

Date

Date

Date