20050311000111730 1/4 $21.00
Shelby Cnty Judge of Probate,AL
03/11/2005 01:03:21PM FILED/CERT

Return to: Wachovia Mortgage Corporation
1100 Corporate Center Drive, NC4723
Raleigh, NC 27607-5066

(Space Above This Line for Recording Data)

LOAN MODIFICATION AGREEMENT
(Providing for an Adjustable Rate Loan)

THIS LOAN MODIFICATION AGREEMENT, ("Agreement") made this **4th** day of **March 2005**, between **Norma J. Meeks, an unmarried woman** ("Borrower") and Wachovia Mortgage Corporation, ("Lender"), **Mortgage Electronic Registration Systems, Inc,** ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated **07/21/2004 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026** and recorded in Book or Libor **20040728000419560** at pages **1/23**(s) of the Public Records of **Shelby** County, Alabama 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

149 Brisstol Lane, Birmingham, Alabama 35242

[Property Address]

the real property described as: see attached EXHIBIT A

based on of the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary contained in the Note, Security Instrument or any Rider):

1. As of **03/04/2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **$277,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.875%** from **03/04/2005**. Borrower promises to make monthly payments of principal and interest of U.S. **$1,478.80**, beginning on the1st day of **May 2005** and continuing thereafter on the same day of each succeeding month until principal and interest is paid in full. The amount of the monthly payment of principal and interest may change if the interest rate that Borrower must pay changes.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

WMC Loan # **41903209**	
MIN: [1000217004190320 97]	MERS Phone: 1-888-679-6377

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The Lender will determine the Borrower's new interest rate and the changed amount of the required monthly payment in accordance with the terms of the Note. If on **August 1, 2034** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower understands and agrees that the initial rate of Interest may change on the first day of **August 2008** and on that day every 12 month thereafter on the "change date" as such term is defined in the Note, Security Instrument and Rider.

Borrower will make such payments at Wachovia Mortgage Corporation, P.O. Box 96001, Charlotte, N.C. 28296 or at such other place as Lender may require.

Borrower understands that (i) the interest rate they are required to pay at the first Change Date will not be greater than **9.875%** or less than **2.250%**, and (ii) their interest rate will never be greater than **9.875%** as specified in the Note and Rider.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, Security Instrument (if any) and Rider providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under this 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.

   (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Security Instrument and Rider(s). 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.

IN WITNESS WHEREOF, the Agreement has been duly executed by the parties hereto, the day and year first above written.

_____ Norma J. Meeks (SEAL)
Witness **Norma J. Meeks**

_____ _____(SEAL)
Witness

Wachovia Mortgage Corporation

_____ By: _____(SEAL)
Witness Vice President

_____(Seal) It's: _____
Mortgage Electronic Registration Systems, Inc. - Mortgagee

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STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 4th day of March 2005, by Norma J. Meeks, who is personally known to me, or has produced as identification _____, and who did / did not take an oath.

SEAL:

HELEN TODD STEPHENSON NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary
Clayton T. Sweeney
Printed Name of Notary

_____
Serial Number (if applicable)
6/5/07
Commission Expiration Date

STATE OF ALABAMA
COUNTY OF JEFFERS

The foregoing instrument was acknowledged before me this **4th** day of **March**, by Monica Spray, VP of Wachovia Mortgage Corporation, organized and existing under the laws of the State of North Carolina, on it's behalf. The foregoing officer is personally known to me and did not take an oath.

SEAL:

_____
Notary Public
Commission Expires: 01-08-08

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged this **4th** day of March. Before me, a Notary Public, personally appeared by Monica Spray, VP, to me known who being duly sworn, did say that he or she is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that said instrument was signed on behalf of said corporation.

SEAL:

HELEN TODD STEPHENSON NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
Commission Expires: 01-08-08

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EXHIBIT A

Lot 2401, according to the Survey of Highland Lakes, 24th Sector, an Eddleman Community, as recorded in Map Book 33, Page 34, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
Together with nonexclusive easement to use the private roadways, Common Area all as more Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 24th Sector, recorded as Instrument No. 20040430000226520 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").