

ABN AMRO LOAN #: 0625097499  
THIS DOCUMENT WAS PREPARED BY: **VERONICA FRASIER**

LOAN MODIFICATION AGREEMENT

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

This Loan Modification Agreement ("Modification"), effective the 1<sup>ST</sup> day of March 2005, between **Pearl Lane** ("Borrower") and ABN AMRO Mortgage Group, Inc ("Lender"), amends and supplements (1) the Note ("Note") made by **Pearl Lane, A Single Woman** in the original principal sum of U.S. **\$40,300.00** dated September 06, 2002 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated September 06, 2002 Recorded September 20, 2002 #20020920000455300 the Official Records of Shelby County, AL. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **161 Shelby 62 S, Harpersville, AL 35078** the real property being described as follows:

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

*Capped: \$242.66*

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of **\$3,426.19** has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **March 01, 2005**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$40,542.66**.

When Recorded Return To: *Mod Rec*  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 *2396888*  
Attn: Loss Mitigation Title Services



Modification Agreement Page Two

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 **6.125%**, beginning **March 01, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$226.61** beginning on the **1<sup>st</sup> day of April, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 01, 2045** (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 ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.
4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower 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.
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 comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

   1-4 Family Rider - Assignment of Rents

**[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]**

Modification Agreement  
Signature Page 3

Witness By:

Celeste Fulmer  
Signature

Print Celeste Fulmer

Pearl Lane  
Pearl Lane  
Pearl Lane

3-8-05  
Date

Lanice Brasher  
Signature

Print Lanice Brasher

\_\_\_\_\_  
Date

State of Alabama  
County of Shelby

The foregoing instrument was acknowledged before me on this the 8<sup>th</sup> day of March, 2005 by Pearl Lane residing at 161 Shelby 62 So, Harpersville, AL who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence ( ) to be the person(s) as stated above and who did/did not take an oath.

Janice E. Culver  
Notary Public

**PLEASE DO NOT WRITE BELOW THIS LINE**

LENDER:

Date 3/21/05

ABN AMRO Mortgage Group

By: Paula Webb

Paula Webb

Its: Vice President

State of Florida  
County of Duval

On this 21<sup>st</sup> day of March, 2005 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage Group, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me.

Veronica Frasier  
Notary Public





## Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the 1<sup>st</sup> day of March, 2005, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Pearl Lane** (the "Borrower") and ABN AMRO Mortgage Group, (the "Lender") covering the property described in the Loan Modification Agreement located at: **161 Shelby 62 S, Harpersville, AL 35078**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

3-8-05

Date

*Pearl Lane*  
*Pearl Lane*  
Pearl Lane

Date



20050412000172050 5/5 \$23.45  
Shelby Cnty Judge of Probate, AL  
04/12/2005 02:50:40PM FILED/CERT

## EXHIBIT "A"

FROM THE SOUTHEAST CORNER OF THE LANDS OF DUNCAN KIMBROUGH AND GLAZE FERRY ROAD, THENCE NORTH 500 FEET; THENCE EAST 100 FEET; THENCE SOUTH 500 FEET; THENCE WEST 100 FEET TO POINT OF BEGINNING. THIS PARCEL OF LAND IS BOUNDED ON THE NORTH BY LANDS OF ROSIE O'NEAL ON THE EAST BY LANDS OF MARTIES O'NEAL ON THE WEST BY LANDS OF DUNCAN KIMBROUGH, AND ON THE SOUTH BY GLAZE FERRY ROAD.