

Record and Return to:
Chase Home Finance
Attn: Charita A. Raganas/Legal Department
4915 Independence Parkway, Floor 2
Tampa, Florida 33634

CMMC Loan No. 1190069880

Requested by and
Return to:
Recording Department
First American Lenders Advantage
1801 Lakepointe Drive, Suite 111
Lewisville, TX 75057
(469) 322-2500

1751705-DCM

MORTGAGE MODIFICATION AGREEMENT AND PARTIAL RELEASE

This Agreement made and entered into by and between Leslie O. Mims, hereinafter referred to as "Mortgagor" and Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation which has an office located at 4915 Independence Parkway, Floor 2, Tampa, Florida 33634, hereinafter referred to as "Mortgagee;"

W I T N E S S E T H:

WHEREAS, Mortgagor and Chase Manhattan Mortgage Corporation as the Original Lender, on the 8th day of August, 2003, entered into a certain mortgage instrument (the "Mortgage") securing a note in the principal sum of One Hundred Thirty-Two Thousand Seven Hundred and no/100 (\$132,700.00) (the "Note"), which Mortgage was recorded on October 17, 2003, Document # 20031017000696220, in the County of Shelby Land Records, State of Alabama, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

Original Legal Description Exhibit "A"

WHEREAS, the Original Legal Description is incorrect. Mortgagee and Mortgagor wish to amend the above legal description by substituting therefore the following legally described property (the "Correct Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

Revised Legal Description Exhibit "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

1. **Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage.** The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
2. Mortgagor hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagor therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Mortgage, which Mortgagor acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagor, all of which shall remain in force and inure to the benefit of the Mortgagee and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Mortgage" shall be construed to mean mortgage, deed of trust, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagor" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Signed, Sealed and Delivered
In the Presence of:

**Chase Home Finance LLC, successor by
merger to Chase Manhattan Mortgage
Corporation**

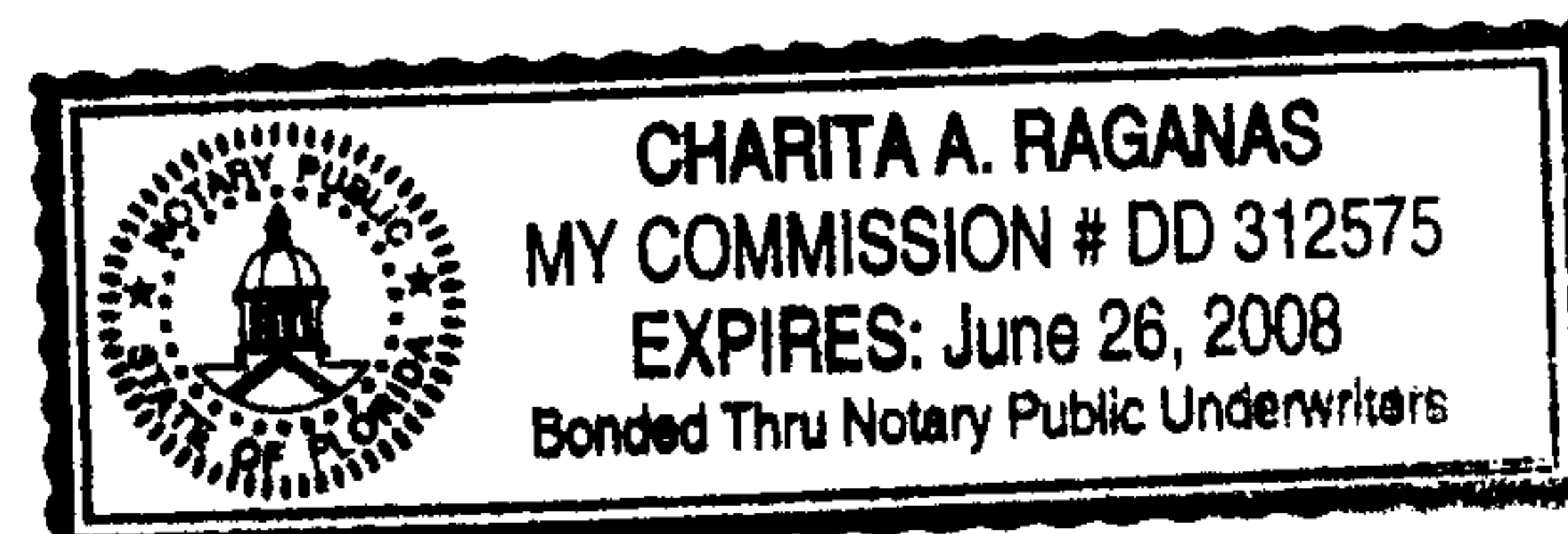
By: [Signature]
Tamara M. Aziz, Asst. Vice President

By: [Signature]
Matthew D. Simon, Asst. Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 6th day of June, 2005, before me, personally appeared Tamara M. Aziz, Asst. Vice President and Matthew D. Simon, as Assistant Secretary of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation and executed this Mortgage Modification Agreement and Partial Release on behalf of such corporation. They are personally known to me.

[Signature]
Notary Public
My Commission Expires:



20050616000295580 4/6 \$26.00
Shelby Cnty Judge of Probate, AL
06/16/2005 10:10:29AM FILED/CERT

"Mortgagor"

Leslie O. Mims
Leslie O. Mims


STATE OF ALABAMA
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me on this 7th day of
June, 2005 by Leslie O. Mims.

John E. Darnett
Notary Public
My Commission Expires 15 August 2006

Exhibit "A"
Original Legal Description

Legal (Reference: 19006988(V)) for Order Number 1751705


20050616000295580 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
06/16/2005 10:10:29AM FILED/CERT


LOT 28, ACCORDING TO THE SURVEY OF LENOX PLACE, PHASE ONE, AS RECORDED IN
MAP BOOK 19, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY,
LIMITATIONS, COVENANTS AND CONDITIONS OF RECORD, IF ANY.

Being all of that certain property conveyed to LESLIE O. MIMS from TAMMY M.
HOUGHTELING, by deed dated 05/31/01 and recorded 06/05/01 as Instrument No. 2001-22706 in
the SHELBY County Records.

Exhibit "B"
Revised Legal Description

Legal (Reference: 19006988(V)) for Order Number 1751705


20050616000295580 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
06/16/2005 10:10:29AM FILED/CERT

LOT 26 ACCORDING TO THE SURVEY OF LENOX PLACE, PHASE ONE, AS RECORDED IN
MAP BOOK 19, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY,
LIMITATIONS, COVENANTS AND CONDITIONS OF RECORD, IF ANY.

Being all of that certain property conveyed to LESLIE O. MIMS from TAMMY M.
HOUGHTELING, by deed dated 05/31/01 and recorded 06/05/01 as Instrument No. 2001-22706 in
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