

FHA Case No. 011-434824 8  
8472295909

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JUNE 1, 2005**  
between **JOHN LEMUEL GOSS AND PAMELA THOMPSON GOSS, HUSBAND AND WIFE**

*CAPPED AMOUNT \$2,804.69*

("Borrower"), whose address is  
**1010 HIGHWAY 60**  
**VINCENT, ALABAMA 35178**  
and  
**WASHINGTON MUTUAL BANK**

**WHEN RECORDED MAIL TO:**  
**First American Title**  
**P.O. Box 27670**  
**Santa Ana, CA 92799**  
**Attn: Recording Dept.**

*2421018*

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

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
**JUNE 30, 1998** and recorded in **Instrument No. 1998-25589**

**SHELBY** **COUNTY, ALABAMA**, and (2) the Note, in

the original principal amount of U.S. \$ **92,306.00**, 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

**1010 HIGHWAY 60**  
**VINCENT, ALABAMA 35178**

*JLS RMB*

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the real property described is located in **SHELBY COUNTY, ALABAMA**,  
and being set forth as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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 **JUNE 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **95,110.69** consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **9,288.35**.

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 **7.000 %**, from **JUNE 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **693.22**, beginning on the first day of **JULY, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2028** (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 3200**  
**MILWAUKEE, WISCONSIN 53224**  
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:

*gls* *DS*



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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.

Max A. Roper M. R. Barry M. Warren Barry M. Warren  
-Witness -Witness

John Lemuel Goss 05-22-05 (Seal)  
JOHN LEMUEL GOSS -Borrower

Pamela Thompson Goss 05-22-05 (Seal)  
PAMELA THOMPSON GOSS -Borrower

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

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

WASHINGTON MUTUAL BANK

Mamie Clark (Corporate Seal)  
Name: MAMIE CLARK -Lender  
Its: VICE PRESIDENT



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Shelby Cnty Judge of Probate, AL  
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### **EXHIBIT "A"**

**BEGINNING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE EAST LINE OF SAID 1/4-1/4, 250.80 FEET DEED (272.11 FEET MEASURED) TO A POINT ON THE SOUTH RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 60; THENCE 78 DEG. 58 MIN. DEED (85 DEG. 26 MIN. 38 SEC. MEASURED) LEFT AND RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 213.86 FEET TO A POINT; THENCE 101 DEG. 02 MIN. DEED (95 DEG. 16 MIN. 39 SEC. MEASURED) LEFT AND RUN SOUTHERLY 298.10 FEET TO A POINT ON THE SOUTH LINE OF SAID 1/4-1/4; THENCE 91 DEG. 44 MIN. AND RUN EASTERLY 210.0 FEET DEED (209.62 FEET MEASURED) TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**



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[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

STATE OF Alabama

COUNTY SS: Shelby

On this 22 day of May 2005, I, Mar A. Roper,  
a Notary Public in and for said county and in said state, hereby certify that  
**JOHN LEMUEL GOSS AND PAMELA THOMPSON GOSS**

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 22 day of May 2005

My commission expires: Nov 21, 2006

M. Roper  
Notary Public

**LENDER ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF DUVAL

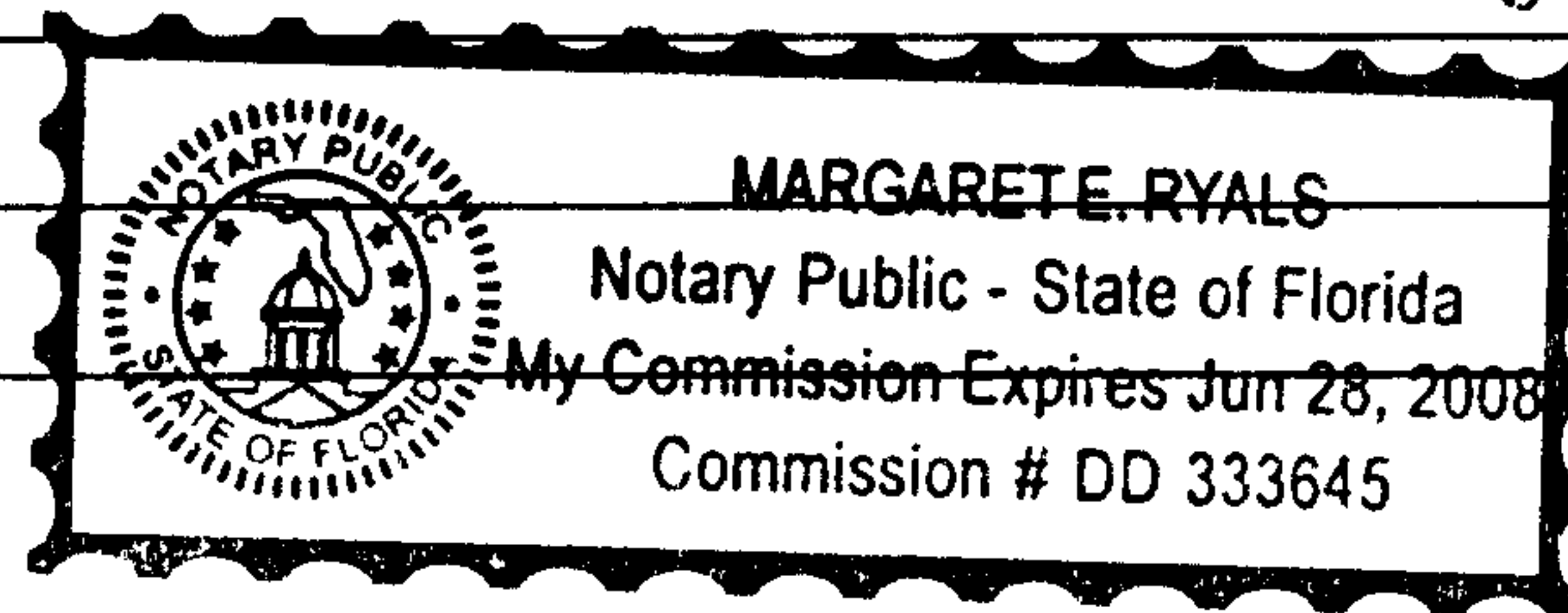
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May 2005 by  
**MAMIE CLARK**, the **VICE PRESIDENT**  
of Washington Mutual  
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment Margaret E Ryals

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_


Serial Number, if any \_\_\_\_\_



**THIS DOCUMENT WAS PREPARED BY:**  
**JOYCE TYSON**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**

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GOSS  
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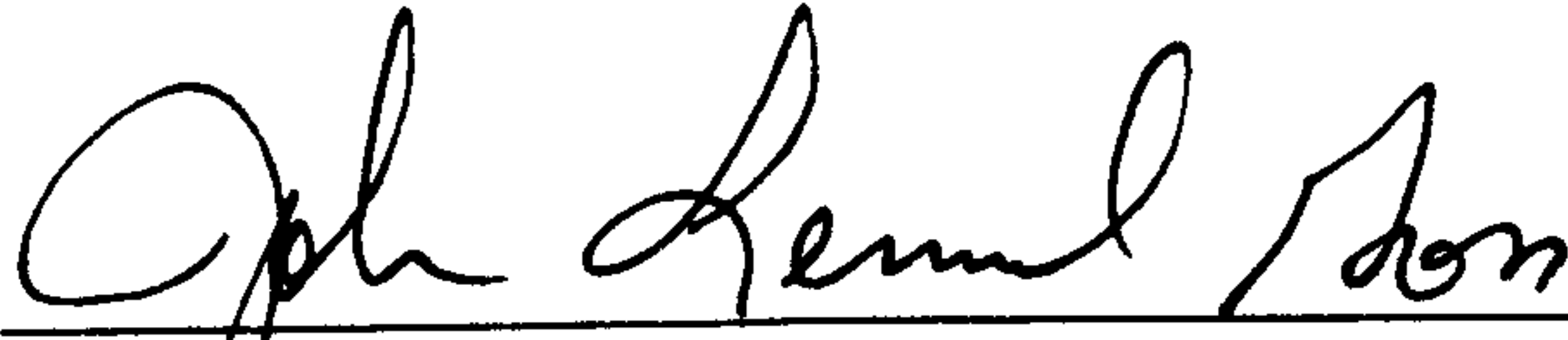
  
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Shelby Cnty Judge of Probate, AL  
07/05/2005 02:12:07PM FILED/CERT


## 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.

 05-22-05  
Borrower \_\_\_\_\_ Date  
JOHN LEMUEL GOSS

 5-22-05  
Borrower \_\_\_\_\_ Date  
PAMELA THOMPSON GOSS

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

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


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

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



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## 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.

 05-22-05  
\_\_\_\_\_  
JOHN LEMUEL GOSS Date

 5-22-05  
\_\_\_\_\_  
PAMELA THOMPSON GOSS Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date