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Shelby Cnty Judge of Probate,AL
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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100021700421794148

This Loan Modification Agreement ("Agreement"), made this 18th day of August, 2005, between JAMES M BURNETT, JR, BRENDA D BURNETT, Husband and Wife

("Borrower") and Wachovia Mortgage Corporation ("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 28, 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 Liber ** , at page(s) 1/21 , of the Probate Office Records of Shelby County, AL

[Name of Records] [County and State, or other Jurisdiction]

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 500 OAK TREE DRIVE, Chelsea, AL 35043 **Instrument # 20041108000613680 ,

[Property Address]

42179414 42179414

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-**Fannie Mae Uniform Instrument**

CLAYTON T. SWEENEY, ATTORNEY AT LAW

the real property described being set forth as follows:
See Attached Exhibit "A" Legal Description

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **August 18, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $**170,000.00**, 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 **5.750** %, from **August 18, 2005**. Borrower promises to make monthly payments of principal and interest of U.S. $**1,002.77**, beginning on the **1st** day of **October, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **November 01, 2034** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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Borrower will make such payments at PO Box 96001, Charlotte, NC 28296

or at such other place as Lender may require.

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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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 and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
   (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. 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.

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_____ (Seal)
JAMES M BURNETT, JR -Borrower

_____ (Seal)
BRENDA D BURNETT -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Mortgage Electronic Registration
Systems, Inc. _____ (Seal)
-Mortgagee

By: _____

Wachovia Mortgage Corporation (Seal)
-Lender

By: _____

[Acknowledgments To Be Attached]

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STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this **18th** day of **August**, 20**05**, by **James M. Burnett, Jr., Brenda D. Burnett, Husband and Wife** who produced _____ as identification (who is personally know to me) and who did / did not take an oath.

SEAL:

Notary Public

Print Name: Clayton T. Sweeney

Commission Expiration Date: 6-5-2007

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

Monica Spray, whose name as **Vice President** of Wachovia Mortgage Corporation, organized and existing under the laws of the State of North Carolina, on it's behalf, is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she/he as such officer and with full authority, executed the same such officer for and as the act of said corporation.

Given under my hand and seal this **18th**, day of **August**, 2005.

SEAL: SARA JOYCE ARMSTRONG NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public

Print Name: **Sara Joyce Armstrong**

Commission Expiration Date: **10/15/05**

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

Monica Spray, whose name as **Vice President** of Mortgage Electronic Registration Systems, Inc., is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she/he as such officer and with full authority, executed the same such officer for and as the act of said corporation.

Given under my hand and seal this **18th**, day of **August**, 2005.

SEAL: SARA JOYCE ARMSTRONG NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public

Print Name: **Sara Joyce Armstrong**

Commission Expiration Date: **10/15/05**

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EXHIBIT A
LEGAL DESCRIPTION

Lot F2A, accorrding to the Survey of The Narrows Lake Estates, as recorded in Map Book 35, Page12, in the Office of the Judge of Probate Shelby County, Alabama.

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BDB
FMB, Jr.