

**Record and Return to:**

**LOAN # 7076839443**

Mortgage Services

2001 Bishops Gate Blvd./P.O. Box 5463

Mt. Laurel, NJ 08054

Attention: DOCUMENT CONTROL

**Prepared by:** Yolanda P. Watson

**Mortgage Modification**

This Mortgage Modification ("Agreement"), is made this 10th day of August 2005

between **Kevin L. Waldrop and Christy M. Waldrop, Husband and Wife**, residing at 6372 Ryans Way, Trussville, Alabama 35173 hereinafter referred to as "Obligors" and **Merrill Lynch Credit Corporation**, with its principal place of business, located at 3000 Leadenhall Road, Mt. Laurel, NJ 08054, hereinafter referred to as "**Merrill Lynch Credit Corporation.**". **Merrill Lynch Credit Corporation** and the Obligors shall hereinafter be known as the Parties.

WHEREAS, **Merrill Lynch Credit Corporation** holds a Note dated March 3, 2004 in the principal amount of \$57,900.00; and WHEREAS, to secure payment of the Note. Obligors executed to **Merrill Lynch Credit Corporation**, a Mortgage of even date with the Note and thereby conveyed to it in fee, the land commonly known as 1394 Legacy Drive, Birmingham, AL 35242, hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in the Note. Said Mortgage was recorded in the Shelby County Records Office, recorded on 04th, day of March 2004 in Instrument # 2004030400011210.

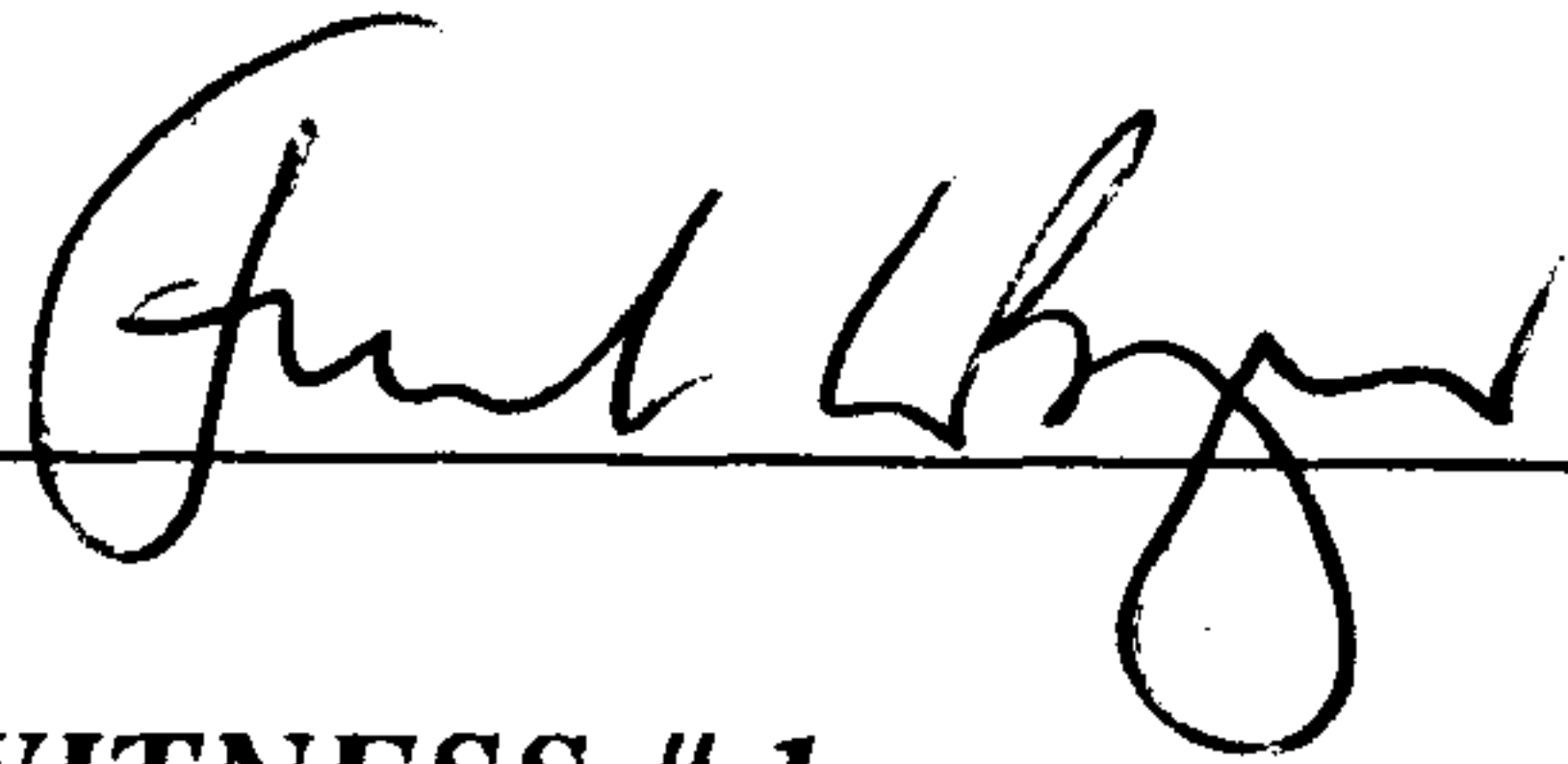
WHEREAS, the parties hereby wish to modify the Mortgage to attach the Legal Description.

**NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) paid in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:**


1. The Legal Description of the mortgaged premises set in the Mortgage dated March 3, 2004 and recorded on the 04<sup>th</sup> day of March 2005, Instrument #2004030400011210 in the Offices of the Shelby County Recorder is hereby added in the Legal Description set forth on Schedule "A" attached hereto, and incorporated herein by reference.
2. Obligors hereby release and give up any and all claims and rights which they may have against **Merrill Lynch Credit Corporation** as related to the Legal description missing from the mortgage..
3. All other terms of any Note, Mortgage, or any other Agreements between the Obligors and **Merrill Lynch Credit Corporation** shall remain in full force and effect except as hereby specifically modified.
4. Nothing herein contained shall in any way impair the security now held for the obligations or any other security or obligations between the Obligors and **Merrill Lynch Credit Corporation** failure to exercise its rights under the Agreement shall not constitute a waiver thereof.
5. Any part of this Agreement contrary to the law of any state having jurisdiction shall not invalidate any other part of this Agreement or any other agreement between the parties, in that state.
6. Nothing contained in the Agreement shall in any way impair the security now held for the indebtedness represented by the Note, or any other security or indebtedness between the obligor and **Merrill Lynch Credit Corporation**. The Obligors agree to the modification of terms as herein above stated for themselves, their successors and assigns and their executors, administrators.
7. All the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of Alabama

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or caused these presents to be signed by the proper corporate officers and corporate seals affixed hereto the day and year first written above.

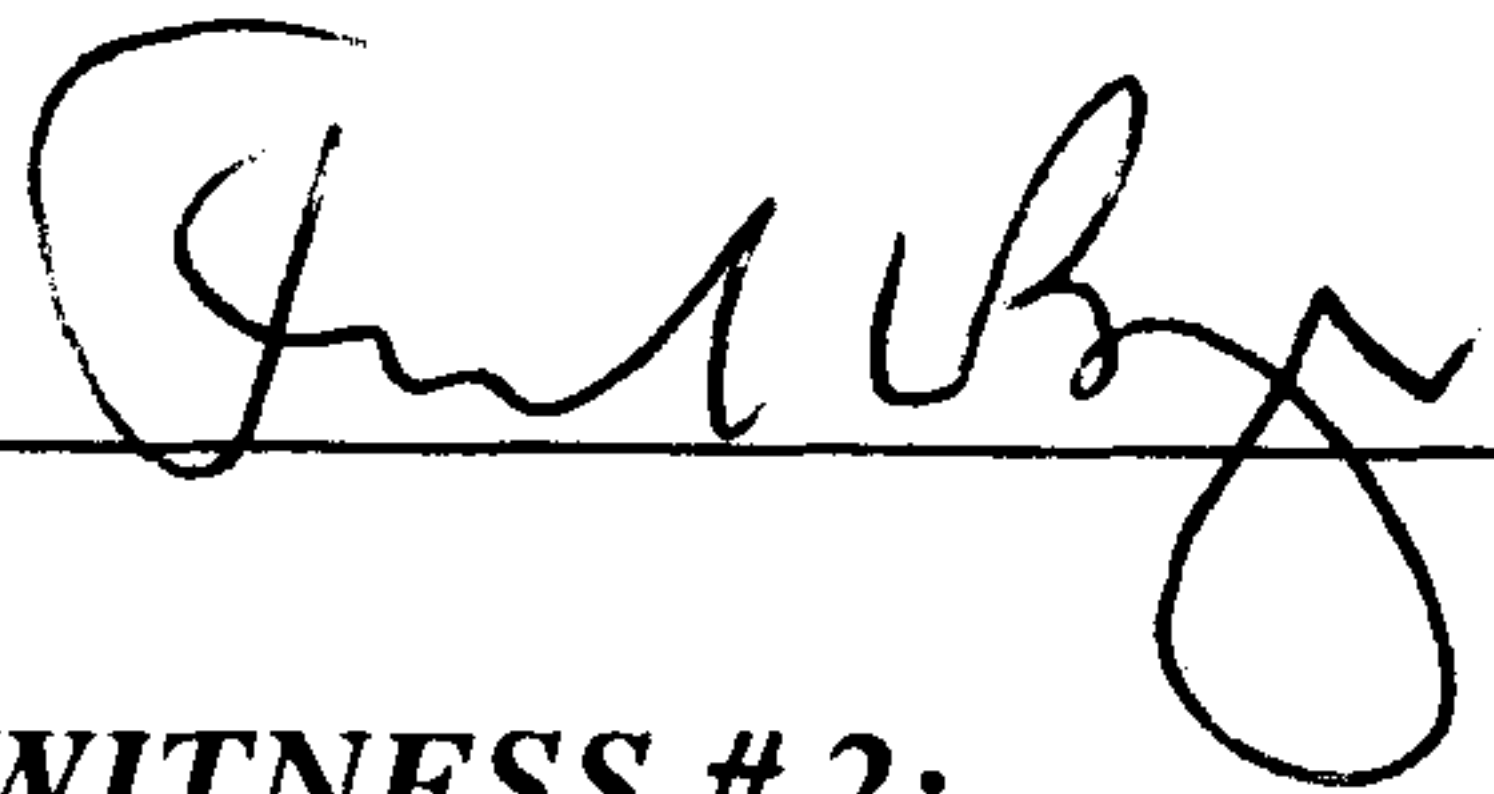


  
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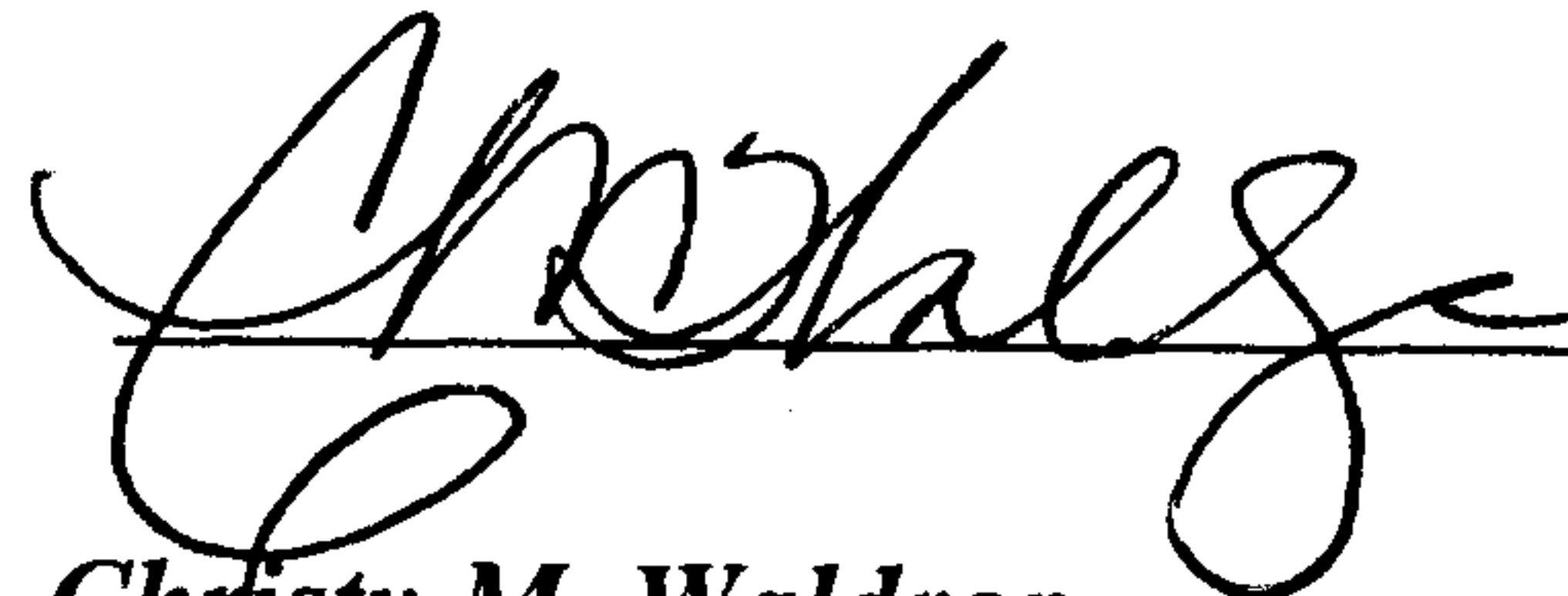
WITNESS # 1:

  
\_\_\_\_\_

Kevin L. Waldrop

  
\_\_\_\_\_

WITNESS # 2:

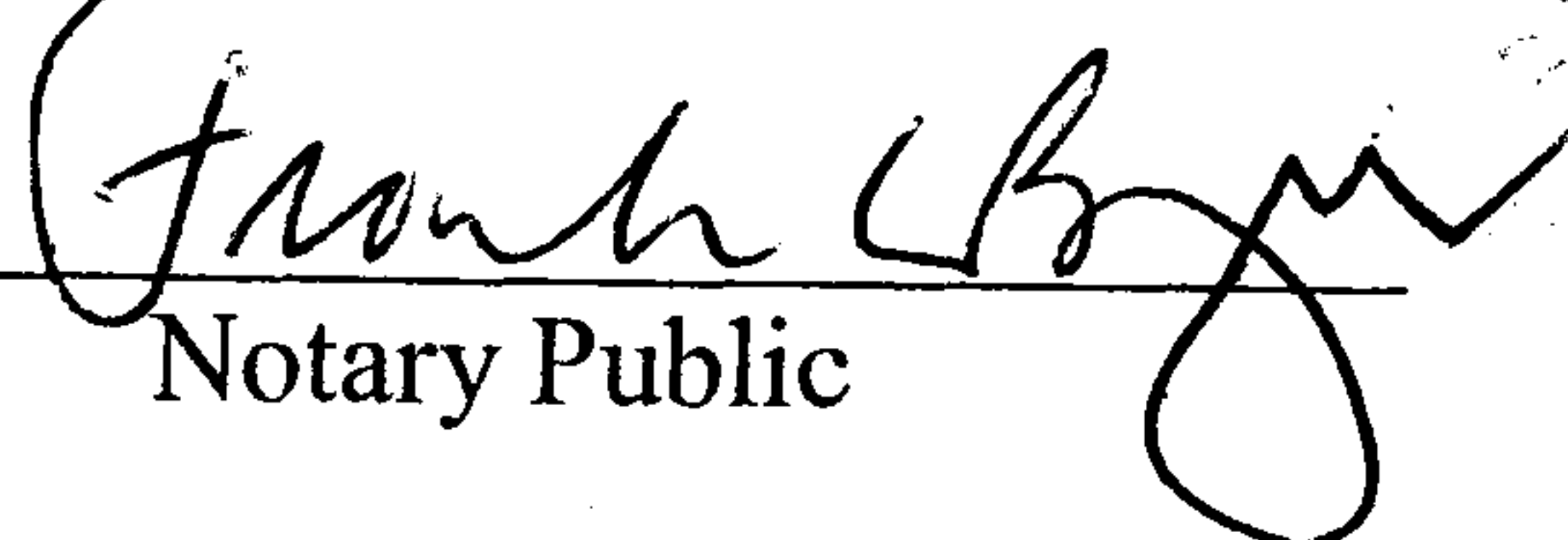
  
\_\_\_\_\_

Christy M. Waldrop

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Kevin L. Waldrop and wife, Christy M. Waldrop**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10<sup>th</sup> day of August, 2005.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 11/20/2008

Merrill Lynch Credit Corporation,  
by Cendant Mortgage Corporation,  
Authorized Agent

Merrill Lynch Credit Corporation,  
by Cendant Mortgage Corporation,  
Authorized Agent

WITNESS:

Barbara Halin

Laura Gibbs

Barbara Halin

Laura Gibbs

Assistant Secretary

Assistant Vice President

I CERTIFY that on 8th day of August, 2005, **Barbara Halin** personally came before me and this person acknowledged under oath to my satisfaction, that:

This person is an Assistant Secretary of **Merrill Lynch Credit Corporation**

(A) , the Corporation named in this Agreement.

(B) This person is the attesting witness to the signing of the Agreement by the proper corporate office who is **Laura Gibbs**, an Assistant Vice President of the corporation;

(C) This Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of it's Board of Directors;

(D) This person knows the proper seal of the corporation which is affixed to this agreement; and

(E) This person signed this proof to attest the truth of these facts.

State New Jersey

County

Burlington

On August 8, 2005, before me, Jennifer Berger, Notary Public in and for said county, personally appeared Barbara Halin and Laura Gibbs, who has/have satisfactorily identified himself/herself/themselves as the signer(s) of the above-referenced instrument.

Jennifer Berger  
Jennifer Berger  
My commission expires 11-20-08

Date 8-8-2005

Barbara Halin

Barbara Halin


Assistant Secretary

Merrill Lynch Credit Corporation,

By Cendant Mortgage Corporation,

Authorized Agent.

**JENNIFER M. BERGER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 11/20/2008**

  
20050826000440000 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
08/26/2005 08:55:28AM FILED/CERT

SCHEDULE "A"

Lot 843, according to the Map and Survey of Greystone Legacy 8<sup>th</sup> Sector Phase 1,  
As recorded in Map Book 31, Page 14 A, B & C, in the Probate Office of Shelby  
County, Alabama