

20050912000471810 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/12/2005 03:16:05PM FILED/CERT

*Prepared by J*  
Return to: Jennifer Allison  
Taylor Bean & Whitaker Mortgage Corp.  
1417 No. Magnolia Ave.  
Ocala, FL 34475

## LOAN MODIFICATION AGREEMENT

**Loan Number: 577150**  
**Min Number: 100029500005771500**

**Tax Reference #: 10-1-12-0-001-039**

This Loan Modification Agreement ("Agreement"), made this 5th date of July 2005, by and between **ADRIAN ANDERSON, A MARRIED MAN AND RHONDA M ANDERSON, A MARRIED WOMAN**, ("Borrower") and **Taylor, Bean & Whitaker Mortgage Corp.**, ("Lender") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **5/18/2004** and recorded in Official Records Book \_\_\_\_\_ Page \_\_\_\_\_ and/or Document / Instrument Number **20040609000311980** of the Official Records of **Shelby County**, State of **AL**, on **6/9/2004**, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, in the principle sum of **One Hundred Fifty Four Thousand Five Hundred Sixty Dollars and No Cents (\$154,560.00)** which covers the real and personal property described in the Security Instrument and defined thereon as the "Property", located at:

**5199 Red Fern Way Birmingham, AL 35242**

the real property described being set forth as follows:

**LOT 28, ACCORDING TO THE SURVEY OF MEADOWBROOK, 9TH SECTOR,  
AS RECORDED IN MAP BOOK 8, PAGE 150, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.**

**In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:**

1. The note, security instrument and any attached riders are hereby modified to the following:

First Change Date should read: **10/1/2007**

2. 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 cancelled, 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 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.
3. 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.

By signing this Agreement, Lender and I agree to all of the above and acknowledged receipt of pages 1 through 3 of this agreement.

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

Juliet Talbert  
WITNESS: Juliet Talbert  
Margaret Edwards  
WITNESS: Margaret Edwards  
State of Alabama  
County of Jefferson

Adrian Anderson  
ADRIAN ANDERSON  
Rhonda M. Anderson  
RHONDA M ANDERSON

On this day before me DONNA MOORE (Notary Public), personally came and ADRIAN ANDERSON and RHONDA M ANDERSON who is (are) known to me to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this instrument was acknowledged before me this 17<sup>th</sup> day of August, 2005,

Donna E. Moore  
Notary Public:

My commission expires: JULY 27, 2009

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

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Frankie Diaz  
WITNESS: Frankie Diaz Jean Allison  
Jennie Mendez  
WITNESS: Jennie Mendez

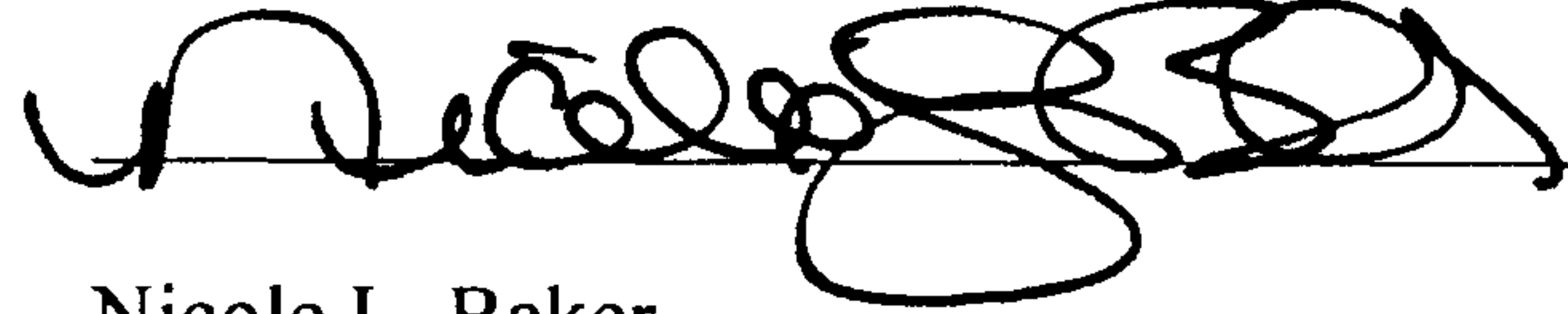
Robert Abbott  
Robert Abbott, Vice President  
Nathan Sands

State of Florida  
County of Marion

On this date, the undersigned Nicole L. Baker, Notary Public in and for the said County and State, personally appeared before me, Robert Abbott, who being duly sworn by me, did say that he is the Vice President of the corporation named herein which executed the within instrument, that the seal affixed to

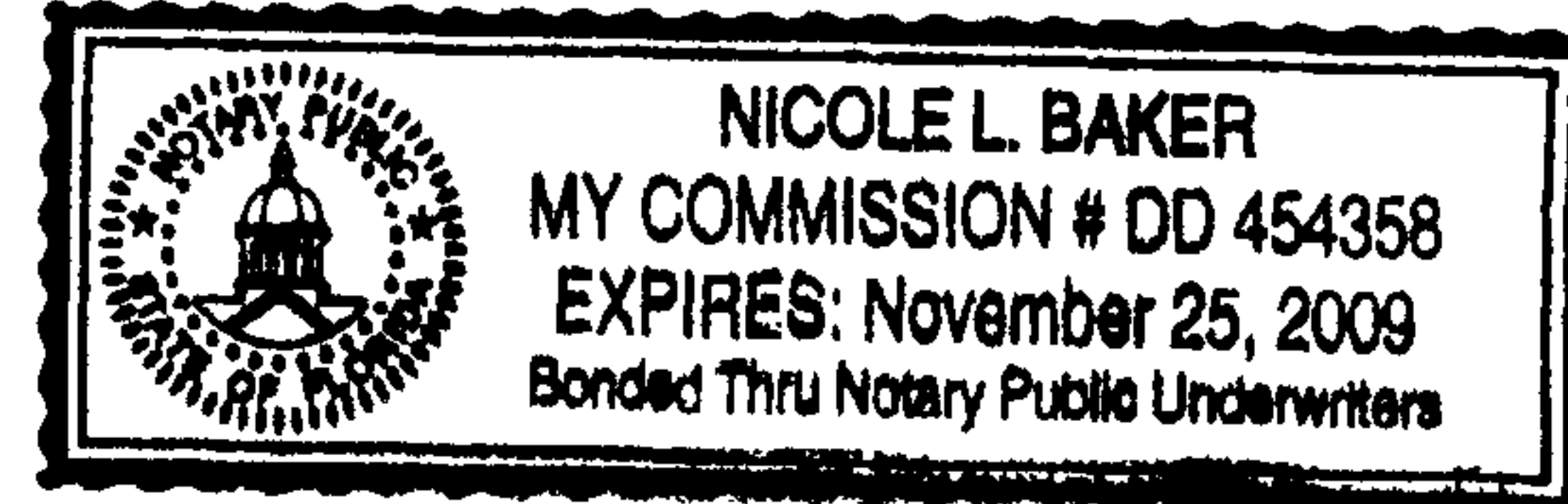
said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this instrument was acknowledged before me this 8<sup>th</sup> day of July, 2005. \*\*\*Nathan Sands



Nicole L. Baker  
County of Marion, State of Florida Notary Public

My commission expires:



Reviewed By: LL