20060120000031830 1/3 $18.00
Shelby Cnty Judge of Probate,AL
01/20/2006 08:44:48AM FILED/CERT

Prepared by and return to:
Cass Nowlen
Greater United Home Funding, Inc.
5782 S. Semoran Blvd.
Orlando, FL 32822
Return to: Brunson & Associates
301 Broad Street
Gadsden, Alabama 35901
Attn: Rebecca [Space Above This Line For Recording Data] _____
B-8738-06

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2006, between Emma Dale Waldrop ("Borrower") and GREATER UNITED HOME FUNDING, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 13, 2005 and recorded in Book or Liber _____, at page(s) Inst.# 20051229000670500 of the Official Records of Shelby County Alabama 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: 122 Waldrop Drive Harpersville, AL 35078

the real property described being set forth as follows:

SEE ATTACHED EXIBIT A

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 December 13, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $111,091.00 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 6.50% from March 1, 2006. Borrower promises to make monthly payments of principal and interest of U.S. $702.17 beginning on the 1st day of March 2006 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.50% 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 2/1/ 2036 (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.

   Borrower will make such payments at Greater United Home Funding, Inc. 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:

E.O.W

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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, 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.

Emma Dale Waldrop (Seal) _____ (Seal)
-Borrower

By: _____ _____ (Seal)

STATE OF Alabama
COUNTY OF Talladega

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by Emma Dale Waldrop who/is are personally known or produced a valid driver's license and who did not take an oath.

GREG STOREY NOTARY PUBLIC STATE OF ALABAMA My Comm. Expires June 17, 2006

Notary Public

My commission expires:

_____ [Space Below This Line For Acknowledgments] _____

Juan Oviedo, CEO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Juan Oveido, CEO respectively, of Greater United Home Funding, Inc., who is personally known to me and who did not take an oath.

XXXXXXXXXXXXX
SEAN HOLLEY
Notary Public

My Commission Expires:

SEAN HOLLEY
Notary Public, State of Florida
My comm. expires July 14, 2007
No. DD 232219

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TOGETHER WITH THAT 2005 CAVALIER 07E53075 DOUBLEWIDE MOBILE HOME WITH THE WIDTH OF 28 & A LENGTH 78, BEARING IDENTIFICATION NUMBER OF CV05AL0266469A & CV05AL0266469B WHICH, BY INTENTION OF THE PARTIES AND UPON RETIREMENT OF THE CERTIFICATE OF TITLE AS PROVIDED IN ALABAMA SHALL CONSTITUTE A PART OF THE REALTY AND SHALL PASS WITH IT

COMMENCE AT THE SOUTHWEST CORNER OF LOT #28, OF THE CHARLES W. MOBLEY PROPERTY, AS RECORDED IN PLAT BOOK "8", PAGE 124, SHELBY COUNTY PROBATE OFFICE AND RUN EASTERLY ALONG THE SOUTH LINE THEREOF, 420.00 FEET TO AN EXISTING CAPPED REBAR AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE, 210.13 FEET (M), 210.00 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE DEFLECT 89 DEGREES 38'00" LEFT LEAVING SAID SOUTH LINE AND RUN NORTHERLY 210.00 FEET TO AN EXISTING CAPPED REBAR; THENCE DEFLECT 90 DEGREES 21'36" (M) 90 DEGREES 22'00" (R) LEFT AND RUN WESTERLY, 210.11 FEET (M) 210.00 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE DEFLECT 89 DEGREES 38'00" LEFT AND RUN SOUTHERLY 210.06 FEET (M) 210.00 FEET (R) TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF LOT #28, CHARLES W. MOBLEY PROPERTY, SHELBY COUNTY, ALABAMA AND CONTAINS 1.00 ACRE (MORE OR LESS) AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

THE ADDRESS BEING 122 WALDROP DRIVE, HARPERSVILLE, ALABAMA 35078.