

LOAN MODIFICATION AGREEMENT

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

MIN 100021700420498030

This Loan Modification Agreement ("Agreement"), made this 23rd

day of

May, 2005

, between Shon P Messer, Leslie G. Messer, , 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 and granted or assigned to Mortgage Electronic Registration Systems, August 20, 2004 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 20040914000511500 of the Records of JUDGE OF PROBATE SHELBY, 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 3451 Indian Lake Lane, Pelham, AL 35124

[Property Address]

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

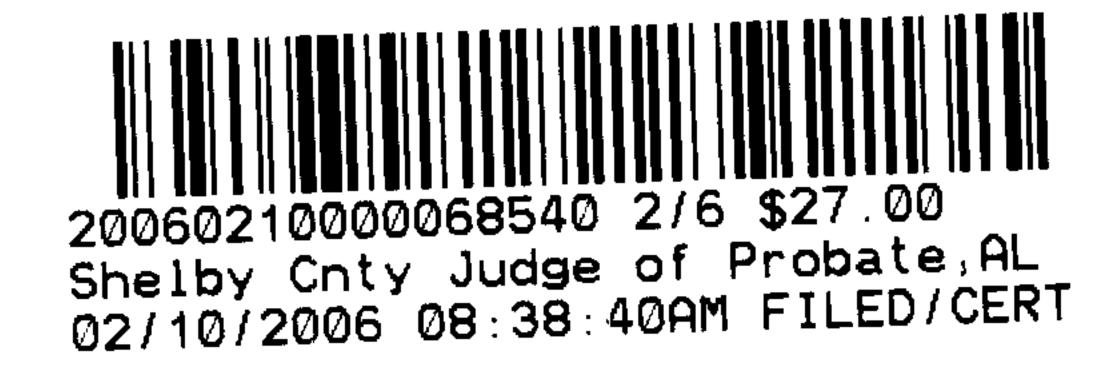
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Form 3179 1/01

Page 1 of 4

Initials:

VMP MORTGAGE FORMS - (800)521-7291



the real property described being set forth as follows:

Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama and run thence South 89° 37' 25" East along the North line of said quarter-quarter section a distance of 273.75 feet to a found rebar corner and the point of beginning of the property. Parcel 1, being described; thence run South 89° 44' 10" East a distance of 256.12 feet to a found rebar corner; thence run South 01° 55' 16" East a distance of 188.18 feet to a found rebar corner; thence run South 81° 39' 59" East a distance of 140.05 feet to a found rebar corner on the Northwesterly margin of Indian Lake Lane; thence run South 28° 29' 15" West along said margin a distance of 151.70 feet to a rebar corner; thence run North 61° 34' 41" West a distance of 357.51 feet to a set rebar corner; thence run North 00° 16' 51" East a distance of 218.90 feet to the point of beginning.

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 May 23, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$333,700.00, 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 5.875 %, fromMay 23, 2005

 Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,992.61

 beginning on the 1st day of July, 2005

 thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.875% 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 September 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.

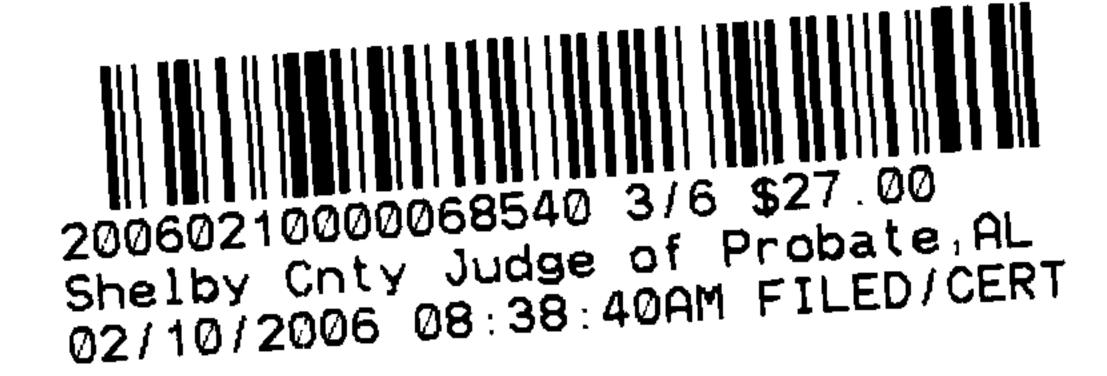
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Page 2 of 4

Form 3179 1/01 (rev. 8/01)



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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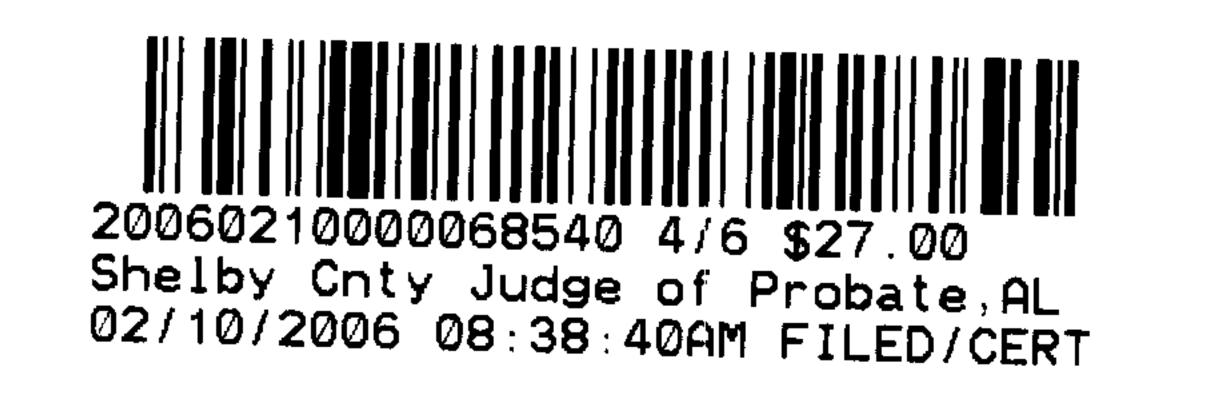
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Form 3179 1/01 (rev. 8/01)

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Page 3 of 4



The Messer Shon P Messer	(Seal) -Borrower	Leslie G. Messer	(Seal) Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
Mortgage Electronic Registration Systems, Inc.	(Seal)Mortgagee	Wachovia Mortgag	e Corporation (Seal) -Lender
By: Como D			10000000000000000000000000000000000000
	Acknowledgment	s To Be Attached]——	
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200602100000068540 5/6 \$27.00 Shelby Cnty Judge of Probate, AL 02/10/2006 08:38:40AM FILED/CERT

STATE OF ALABAMA JEFFERSON COUNTY

I, Gene W. Gray, Jr., a Notary Public in and for said County in said State, hereby certify that **SHON P. MESSER** and **LESLIE G. MESSER** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of May, 2005.

Notary Molic Commission Expires: 11/09/06

COUNTY OF	027 T072000 08:38:40HM FILED/CE
The foregoing instrument was acknowledged be	efore me, this day of, 20, who produced
as identification (who is personally know to me	
SEAL:	Notary
	Printed Name of Notary
	Serial Number (if applicable)
	Commission Expiration Date
STATE OF Alabama	
COUNTY OF Jetterson	
The foregoing instrument was acknowledged be by Monitor Spray as VP Organized and existing under the laws of the St officer who is personally known to me and did ODD STEAL SEAL: PUBLIC STATE AUBLIC	of SouthTrust Mortgage Corporation, ate of Delaware, on it's behalf. The foregoing
STATE OF Alabama	
COUNTY OF Jefferson	
The foregoing instrument was acknowledged the a Notary Public, personally appeared Mont who being duly sworn, did say that he or she is Registration Systems, Inc., and that said instrument	the Vice President of Mortgage Electronic
SEAL: ODD STEPANOTARY Q	Notary Public Commission Expires: 01-08-08