

## LOAN MODIFICATION AGREEMENT

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

MIN100013700421464189

This Loan Modification Agreement ("Agreement"), made this 21st day of February, 2006, between Isam A. Huneidi, , AND AMALE CHARAF HUNEIDI, 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 April 27, 2005 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 Inst#2005-21083, of the Probate Records of 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 1827 Lemon Mint Circle, Birmingham, AL 35244

[Property Address]

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

VMP-852A (0502)

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

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Initials: Isam Amale

VMP Mortgage Solutions, Inc. (800)521-7291

the real property described being set forth as follows:

Lot 16A, according to A Resurvey of Lots 1, 9, 10 and 12 thru 17, of The Highlands at Riverchase, as recorded in Map Book 23, Page 51, in the Probate Office of Shelby County, Alabama.

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 February 21, 2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ , 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 %, from February 21, 2006 . Borrower promises to make monthly payments of principal and interest of U.S. \$1,482.47 , beginning on the 1st day of April, 2006 , and continuing 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 May 01, 2035 (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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Initials: JH AC

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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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20060313000115790 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
03/13/2006 10:39:57AM FILED/CERT

Isam A. Huneidi (Seal)  
Isam A. Huneidi -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Amale Charaf Huneidi (Seal)  
Amale Charaf Huneidi -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
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\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

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

Wachovia Mortgage Corporation (Seal)  
\_\_\_\_ -Lender

By: Monica Spay

By: Monica Spay

\_\_\_\_ [Acknowledgments To Be Attached] \_\_\_\_  
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STATE OF ALABAMA, JEFFERSON

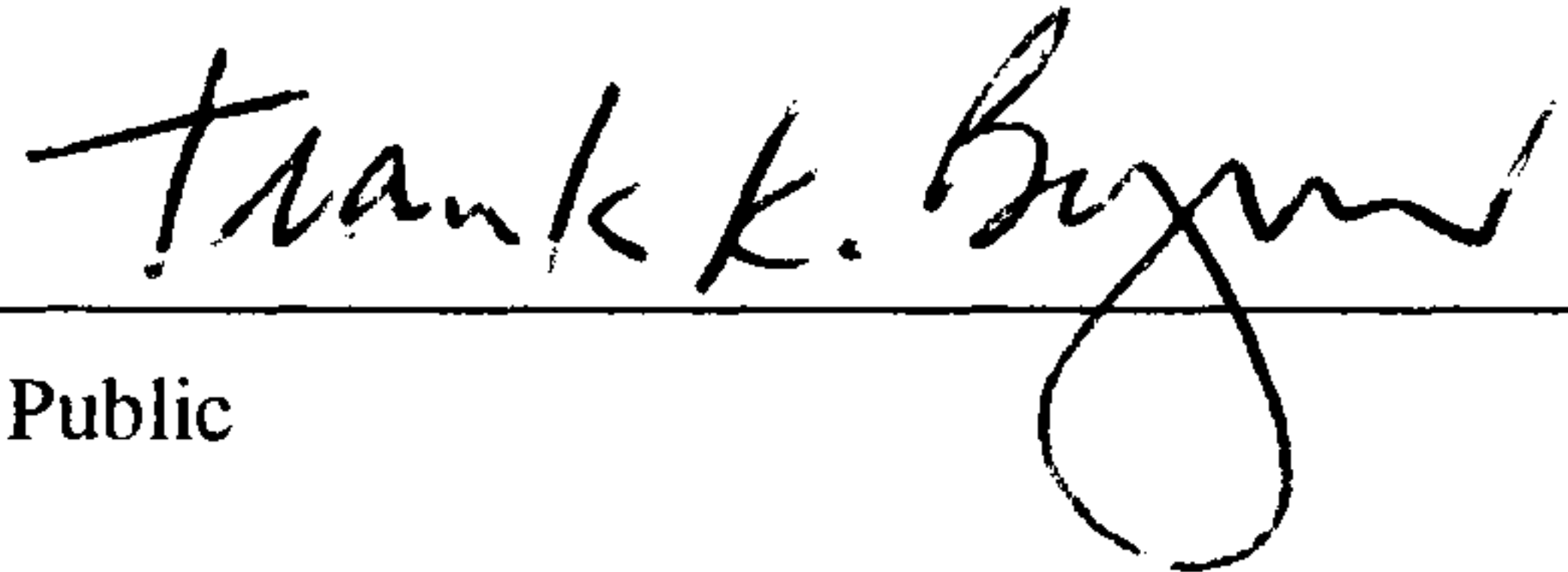
County ss:

On this 21st day of February, 2006, I,  
Frank K. Bynum,  
a Notary Public in and for said county and in said state, hereby certify that Isam A. Huneidi  
and wife Amale Charaf Huneidi

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged  
before me that, being informed of the contents of the conveyance, he/she/they executed the same  
voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 21st day of February, 2006.

My Commission Expires: 11/20/08

  
\_\_\_\_\_  
Notary Public

Prepared By:  
Monica Spray  
1635 NE Loop 410, Suite 100  
San Antonio, TX 78209

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Initials: 

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Form 3001 1/01