20060328000144950 1/6 $30.80
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When Recorded Return To: **MOD 1**
First American Title Company MPG
P.O. Box 27670
Santa Ana, CA 92799 26726645
Attn: **Loss Mitigation Title Services**

Chase Home Finance LLC
3415 Vision Drive
Columbus, Ohio 43219
Prepared by Bob Woodward
Re: 1293384795
FHA: 011-5080513-703
1-800-446-8939

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of December, 2005, between TOMAS J. GONZALEZ, husband, and MARIA J. HERRERO, wife, 214 HIDDEN CREEK DRIVE, PELHAM, ALABAMA 35124 ("Borrower") and Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation 3415 Vision Drive, Columbus, Ohio 43219 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Mortgage Electronic Registration Systems, Inc., solely as nominee for Mortgageamerica, Inc., dated JUNE 20, 2003, and recorded in Doc#20031218000813780, on December 18, 2003, of the Records of SHELBY County, and subsequently assigned to Mortgage Electronic Registration Systems, Inc. of the Records of SHELBY County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 214 HIDDEN CREEK DRIVE, PELHAM, ALABAMA 35124, with the original principal balance U.S. $111,605.00, and the principal balance before the loan modification being U.S. $108,301.36, the real property described being set forth as follows:

LOT 152, ACCORDING TO THE SURVEY OF PHASE ONE, HIDDEN CREEK III AS RECORDED IN MAP BOOK 26, PAGE 13 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

capped amount $3,138.25

ASSESSOR'S PARCEL NUMBER: 136134004033000

BEING THE SAME PROPERTY CONVEYED TO TOMAS J. GONZALEZ and MARIA J. HERRERO BY RIGHT TO SURVIVORSHIP DEED DATED APRIL 28, 2000, AND RECORDED MAY 11, 2000, AS INSTRUMENT NUMBER 2000-15589 IN SHELBY COUNTY, STATE OF ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of December 1, 2005, the amount payable under the Loan Documents is U.S. $111,439.61 consisting of the old principal balance in the amount of $108,301.36 and the amount capitalized in the amount of $3,138.25.

2. The Maturity Date of the above referenced Note has not been amended from July 01, 2033.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:

   (a) The rate of 5.720% for the payments due from January 1, 2006 through and including July 01, 2033.

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4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

   (a) Monthly payments of $670.04 for the payments due from January 1, 2006 through and including July 01, 2033. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

   The Borrower will make such payments at P.O. Box 78420,
   Phoenix, AZ 85062-8920, or at such other place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; 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 Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

   (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the 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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Mortgage Electronic Registration Systems, Inc.,
As nominee for Chase Home Finance LLC,
successor by merger to Chase Manhattan Mortgage
Corporation

Witness 1

JoAnne Elkins
Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

Wendy Peters
Wendy Peters
Assistant Vice President

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Mortgage Electronic Registration Systems, Inc., As nominee for Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 30th day of December, 2005

Notary Public

My commission expires: 08/26/08

NOTARIAL SEAL STATE OF OHIO

M.J. HINES
Notary Public, State of Ohio
My Commission Expires 08-26-08

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Witness 1 Signature

Jose Ortiz Scott
Printed Name of Witness

Sherrie Wan
Witness 2 Signature

Printed Name of Witness

TOMAS J. GONZALEZ

Witness 1 Signature

Jose Ortiz Scott
Printed Name of Witness

Sherrie Wan
Witness 2 Signature

Printed Name of Witness

Maria J Herrero
MARIA J. HERRERO

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ACKNOWLEDGEMENT

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public, in and for said County, personally appeared the above named TOMAS J. GONZALEZ who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at SSCU, this 25 day of November, 2005.

Willa McGhee
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Nov 9, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public, in and for said County, personally appeared the above named MARIA J. HERRERO who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at SSCH, this 25 day of November, 2005.

Willie Mc Shee
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 9, 2008
BONDED THRU ... UNDERWRITERS