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FHA Case No. 011-484649 7
8011922294

LOAN MODIFICATION AGREEMENT

CAPPED AMOUNT 19,302.38

This Loan Modification Agreement ("Agreement"), made this **MARCH 2, 2006**
between **SUSAN L. CLARK, A SINGLE WOMAN**

("Borrower"), whose address is
**105 MEADOW VIEW CIRCLE
PELHAM, ALABAMA 35124**
and

WASHINGTON MUTUAL BANK, F.A.

This Instrument Prepared By
Individual Name: JERONICA MENTER
Complete Address: WASHINGTON
MUTUAL BANK 7255 BAYMEADOWS
WAY JACKSONVILLE, FL 32256

("Lender"), whose address is **7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256**

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
NOVEMBER 5, 2001 and recorded in **Instrument No. 2001-52373**

SHELBY COUNTY, **ALABAMA**, and (2) the Note, in
the original principal amount of U.S. \$ **137,837.00**, 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

**105 MEADOW VIEW CIRCLE
PELHAM, ALABAMA 35124**

the real property described is located in **SHELBY**
and being set forth as follows:

COUNTY, ALABAMA

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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

1. As of **MARCH 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **157,139.38** consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **22,914.88**

2. 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 the yearly rate of **6.375 %**, from **MARCH 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **973.30**, beginning on the first day of **APRIL, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2036** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
WASHINGTON MUTUAL BANK, F.A.
P.O. BOX 3200
MILWAUKEE, WISCONSIN 53224
or at such other place as the Lender may require.

3. 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 require immediate payment in full of all sums secured by this Security Instrument.

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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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 Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

20060519000238880 3/5 \$258.80
Shelby Cnty Judge of Probate, AL
05/19/2006 10:54:25AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

LOT 29, ACCORDING TO THE SURVEY OF IVY BROOK, PHASE ONE, AS RECORDED IN MAP BOOK 18, PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



20060519000238880 4/5 \$258.80
Shelby Cnty Judge of Probate, AL
05/19/2006 10:54:25AM FILED/CERT

(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; and

(b) all terms and provisions of any adjustable rate rider, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.

SUSAN L. CLARK

-Borrower

-Borrower

-Borrower

-Borrower

WASHINGTON MUTUAL BANK, F.A.

Name: ~~MAMIE CLARK~~
Its: VICE PRESIDENT

WENDY A. WOODCOCK

-Lender

8011922294

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF ALABAMA,

COUNTY SS:

Tefferson

On this 10th day of MARCH, I, Kenneth R Shivers,
a Notary Public in and for said county and in said state, hereby certify that
SUSAN L. CLARK

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that,
being informed of the contents of the conveyance, executed the same voluntarily and as
act on the day the same bears date.

Given under my hand and seal of office, this the 10th day of MARCH, 2006

My commission expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 3, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kenneth R Shivers
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3-28-06 by
~~MAMIE CLARK~~ WENDY A. Woodcock, the **VICE PRESIDENT**
of Washington Mutual
a _____, on behalf of said entity.

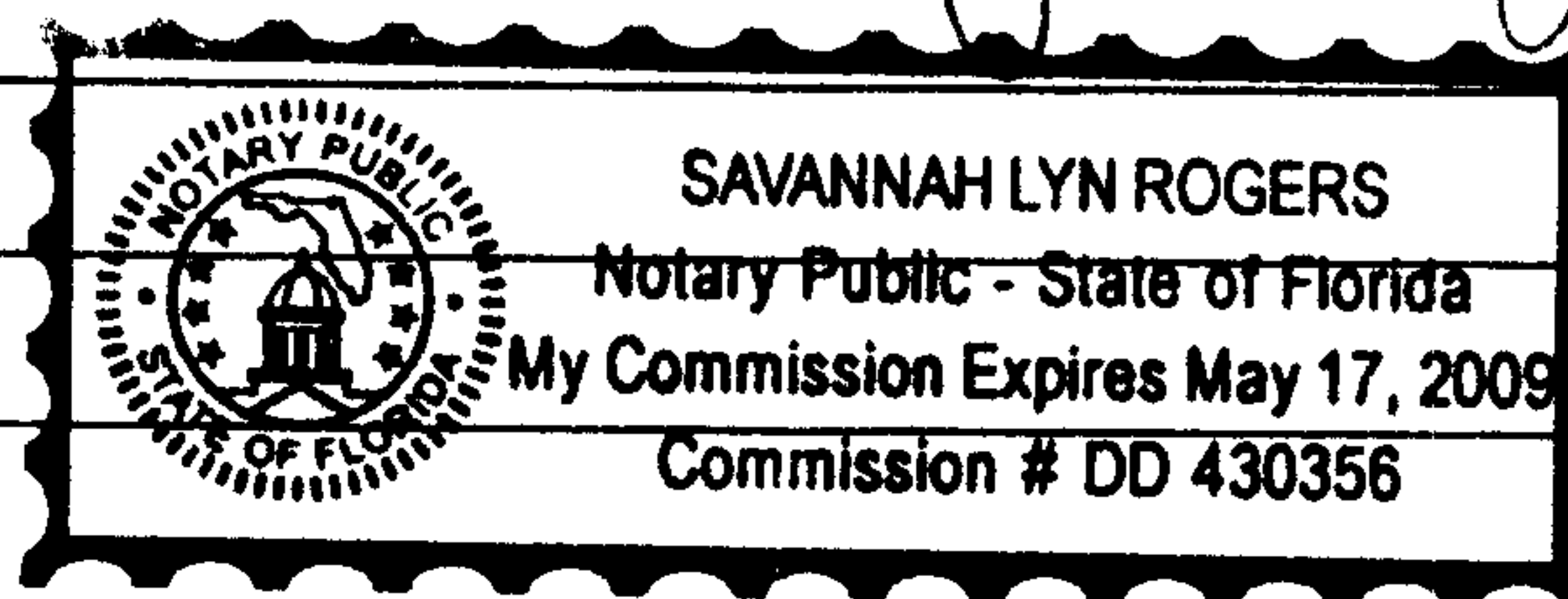
Signature of Person Taking Acknowledgment

Savannah Lynn Rogers

Printed Name

Title or Rank

Serial Number, if any



HUD Modification Agreement

FAND# ALHUDMOD-4 Rev. 05-06-03

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THIS DOCUMENT WAS PREPARED BY:
VERONICA MENTER
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256