

20060918000460960 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
09/18/2006 08:21:34AM FILED/CERT

After Recording Return To:

RUTH RUHL, P.C.

[Company Name]

Attn: Recording Department

[Name of Natural Person]

2305 Ridge Road, Suite 106

[Street Address]

Rockwall, Texas 75087

[City, State, Zip]

This Document Prepared By:

RUTH RUHL, P.C.

2305 Ridge Road, Suite 106

Rockwall, TX 75087

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Loan No.: 74018472

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), effective this 14th day of August, 2006, between Derrick Ervin and Shemelia Ervin, husband and wife

("Borrower/Grantor")

and Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2002-FF4 by: Saxon Mortgage Services, Inc. as its attorney in fact

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), the Note and any riders thereto made by Borrower to First Franklin Financial Corporation

(the "Original Lender") dated

October 3rd, 2002 and recorded in Book/Liber N/A, Page N/A, Instrument No.

20021009000495420, of the Official Records of Shelby County, Alabama,

and (2) the Note in the original principal sum of U.S. \$ 340,000.00, 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 113 Windsor Circle, Pelham, Alabama 35124

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the real property described being set forth as follows:

LOT 4, ACCORDING TO THE SURVEY OF WEATHERLY WINDSOR, SECTOR 9, AS RECORDED IN MAP BOOK 17, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

In consideration of the agreements herein, and other good and valuable consideration, Saxon, on behalf of and as duly authorized agent of Note Holder, and Borrower hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Advances by Saxon Mortgage Services, Inc. ("Saxon").** As of March 1st, 2006, Borrower acknowledges that the existing principal balance payable under the Note and Security Instrument is/was \$ 328,765.11 which accrued interest at a yearly rate of 8.000 %. After application of the accrued but unpaid interest due on the April 1st, 2006 through July 1st, 2006 payments, at the modified interest rate of 8.000 %, \$ 8,755.14 will be added to the indebtedness resulting in a new principal balance of \$ 337,520.25 (the "Unpaid Principal Balance"). The Unpaid Principal Balance will accrue interest initially at the interest rate of 8.000 %.
2. **Interest Rate.** 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 an annual interest rate which will adjust, and Borrower will pay monthly payments of principal and interest in U.S. dollars (which does not include any required escrow amounts), in accordance with the following schedule:

	INTEREST RATE	INTEREST RATE CHANGE DATE	PAYMENT DUE DATE	MONTHLY PRINCIPAL & INTEREST PAYMENT
prior to recast	8.000%	03/01/2006	04/01/2006	\$2,488.61
	8.000%	07/01/2006	08/01/2006	\$2,564.24
	9.000%	07/01/2007	08/01/2007	\$2,789.86
	10.000%	01/01/2008	02/01/2008	\$3,020.09
	10.125%	07/01/2008	08/01/2008	\$3,049.04


MONTHLY PRINCIPAL AND INTEREST PAYMENTS WILL RESUME TO ITS ORIGINAL ARM ADJUSTMENT EFFECTIVE MAY 1ST, 2009, WITH THE PAYMENT DUE AS JUNE 1ST, 2009 STIPULATED IN THE NOTE AFTER THE COMPLETION OF THE ABOVE MODIFICATION TERMS.

3. **Maturity Date.** The Borrower promises to make monthly payments of principal and interest under the terms herein until Principal and Interest are paid in full. If on November 1st, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at Saxon Mortgage Services, Inc., 4708 Mercantile Drive North, Fort Worth, Texas 76137 or at such other place as the Lender may require.

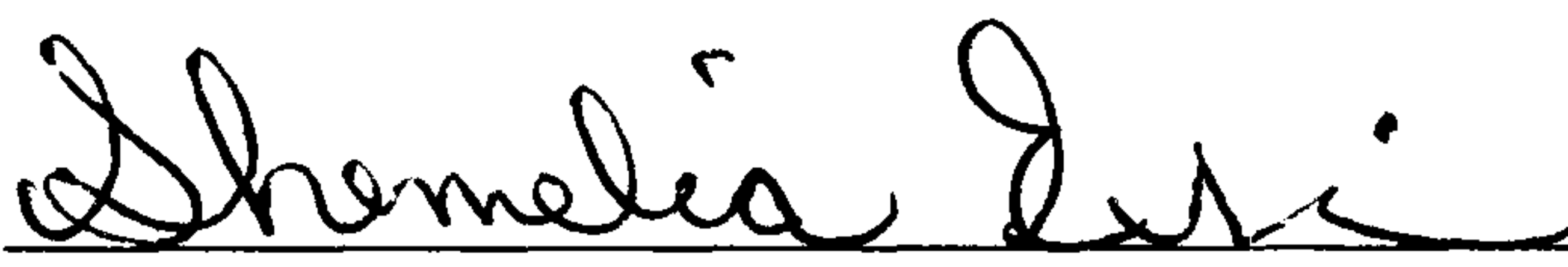
Loan No.: 74018472

4. **Covenants and Agreements of Borrower.** Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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. As further inducement to Saxon to enter into this Agreement, Borrower represents and warrants, that since the date of the Note: (a) Borrower has incurred no material adverse change in financial position; (b) Borrower has experienced no changes in employment (other than as have fully disclosed to Saxon) and no changes to the occupancy status of the Property have occurred; and (c) there have been no changes in ownership to the Property; nor have any disputes arisen as to ownership of the Property, or the survey boundaries thereof. Borrower covenants to execute promptly any and all additional and corrected documents as may reasonably be required to carry out the intent of this Agreement.
5. **No Release or Satisfaction.** 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 in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Note and Security Instrument.
6. **Borrower's Failure to Perform.** In the event Borrower fails to perform according to the terms of this Agreement at any time during the first 90 days from the effective date hereof, the modified terms will revert to the terms in effect prior to this Agreement, and any funds received from the borrower will be credited towards the full reimbursement amount, or will be applied as an offset to the total amount of Borrower's debt in the event of foreclosure. Borrower hereby grants Saxon Power of Attorney for the limited purpose of executing on behalf of Borrower and recording any instruments necessary to cause this Agreement to be void in the event Borrower fails to perform according to the terms contained herein.

8/15/06
Date

 (Seal)
Derrick Ervin -Borrower

8/15/06
Date

 (Seal)
Shemelia Ervin -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Loan No.: 74018472

BORROWER ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, JOANNA SHEPPARD, Notary
hereby certify that Derrick Ervin and Shemelia Ervin

[name and style of officer],

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of August 2006, A.D.

(Seal)

Joanna Sheppard

Style of Officer JOANNA SHEPPARD
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
November 02, 2009

Loan No.: 74018472

Wells Fargo Bank National Association, as
Trustee for First Franklin Mortgage Loan -Lender
Trust 2002-FF4 by: Saxon Mortgage
Services, Inc. as its attorney in fact

8-25-06

-Date

By

Veronica Villavicencio

Its: Vice President, Loss Mitigation

LENDER ACKNOWLEDGMENT

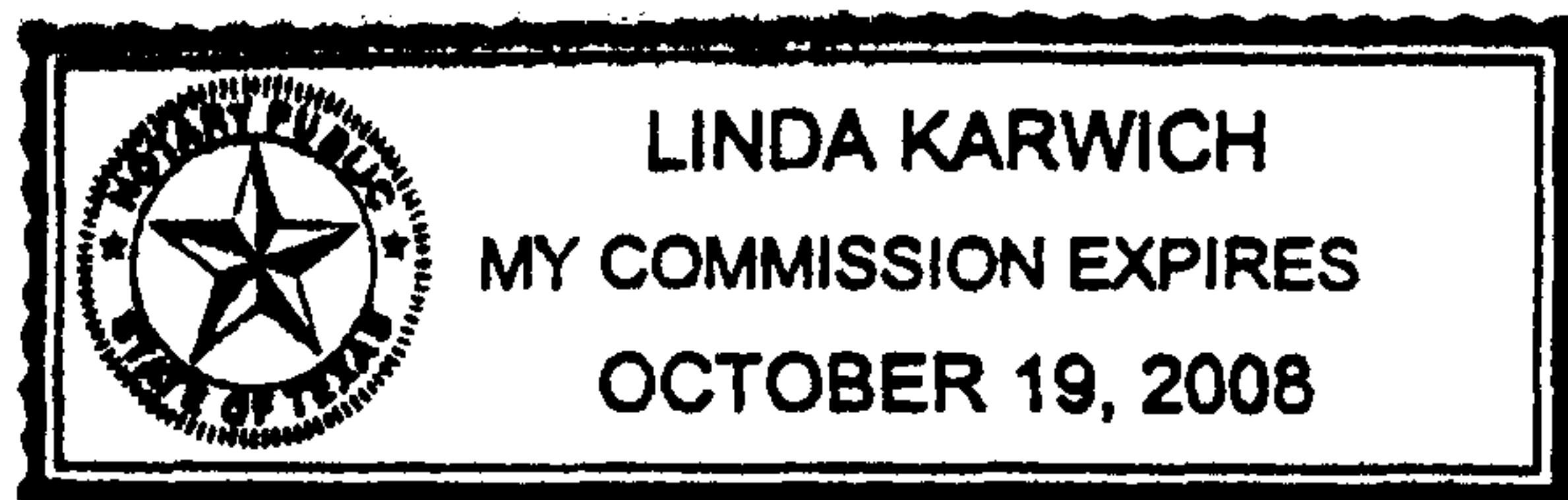
State of Texas §
County of Tarrant §

I, LINDA KARWICH, a NOTARY PUBLIC in and for said County in said
State, hereby certify that Veronica Villavicencio whose name as Vice President, Loss Mitigation
of Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2002-FF4 by: Saxon
Mortgage Services, Inc. as its attorney in fact

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said entity.

Given under my hand this the 25 day of AUGUST, 2006.

(Seal)



Linda Karwich

NOTARY PUBLIC

Style of Officer