

20061003000489110 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/03/2006 02:08:44PM FILED/CERT

This Instrument Prepared By:

Individual Name: SKIE Barnhart

Complete Address: 7255

BAYMEADOWS WAY

JACKSONVILLE, FL 32256

FHA Case No. **011-526725 9**

**0644090441**

**LOAN MODIFICATION AGREEMENT**  
**CAPPED AMOUNT \$159.52**

This Loan Modification Agreement ("Agreement"), made this **AUGUST 25, 2006**  
between **DANA R. DAVIS, A SINGLE WOMAN**

("Borrower"), whose address is  
**146 HICKORY POINT DRIVE  
HELENA, ALABAMA 35080**

and

**WASHINGTON MUTUAL BANK, F.A.**

**WHEN RECORDED MAIL TO:**

**First American Title LPL  
P.O. Box 27670 3055043  
Santa Ana, CA 92799  
Attn: Recording Dept.**

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

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **APRIL 15, 2004** and recorded in **Instrument No. 20040421000206870**

**SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. \$ **140,298.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1001209 9738830000 6** and MERS Registration Date **MARCH 30, 2004**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **146 HICKORY POINT DRIVE  
HELENA, ALABAMA 35080**

**HUD MERS Modification Agreement**

FAND# HUDMERSMOD Rev. 04-16-03

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

**COUNTY, ALABAMA**

**LOT 11, ACCORDING TO THE SURVEY OF HICKORY POINT, AS RECORDED IN MAP BOOK  
23, PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA A.P.N. #:  
13-8-27-2-004.011.000**

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 **SEPTEMBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **140,457.56** consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **3,875.52**.

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 **5.500 %**, from **SEPTEMBER 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **824.40**, beginning on the first day of **OCTOBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 01, 2034** (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 53201**  
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:

DRD



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(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.

*Dana R Davis*

DANA R. DAVIS

-Borrower

*Dena Yoder*

Witness

Printed Name: Dena Yoder

*Rhonda S Nix*

Witness

Printed Name: Rhonda S Nix

-Borrower

-Borrower

-Borrower

WASHINGTON MUTUAL BANK, F.A.

*Wendy A Woodcock*  
Name: WENDY A. WOODCOCK

Its: VICE PRESIDENT

-Lender

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[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

STATE OF Alabama, Jefferson COUNTY SS:

On this 28<sup>th</sup> day of August, 2006, I, Rebecca W. Tatum,  
a Notary Public in and for said county and in said state, hereby certify that  
**DANA R. DAVIS**

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 28<sup>th</sup> day of August 2006.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Rebecca W. Tatum  
Notary Public Rebecca W. Tatum

**LENDER ACKNOWLEDGMENT**

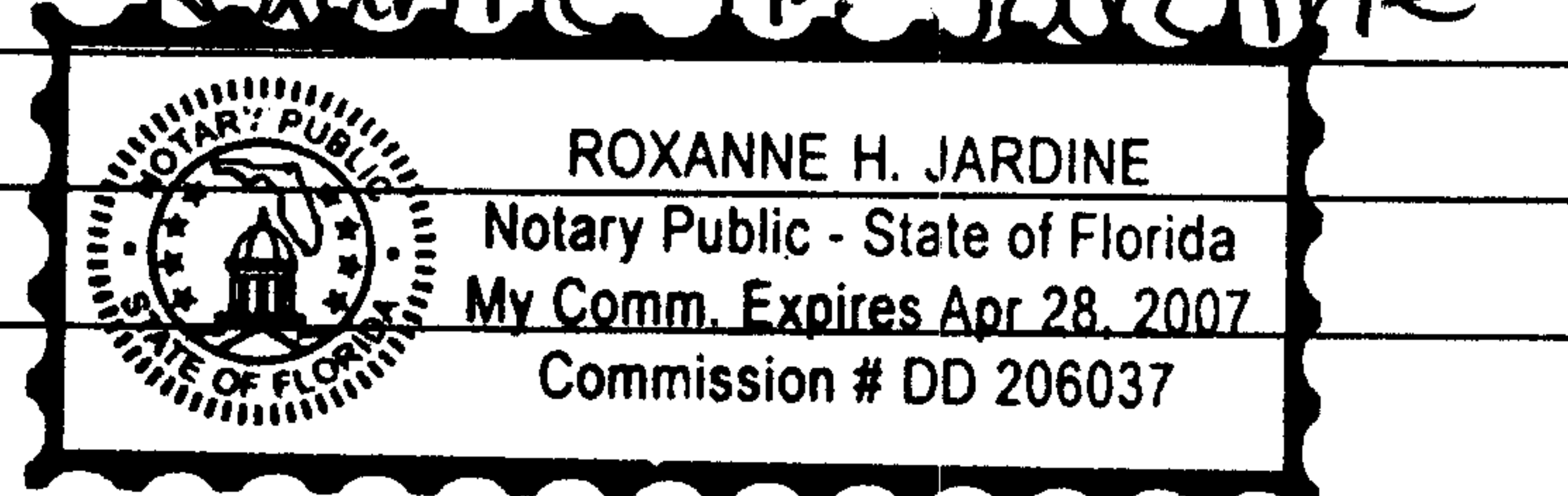
STATE OF FL COUNTY OF Duval  
The foregoing instrument was acknowledged before me this Aug 31, 2006 by  
**WENDY A. WOODCOCK**, the VICE PRESIDENT  
of Washington Mutual Bank  
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment Roxanne H. Jardine

Printed Name ROXANNE H. JARDINE

Title or Rank \_\_\_\_\_

Serial Number, if any \_\_\_\_\_



HUD MERS Modification Agreement

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

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**THIS DOCUMENT WAS PREPARED BY:**  
**SKIE BARNHART**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**