

FUMC Loan Number 0004940620 FHLMC NUMBER 405117760 This document was prepared by: Wachovia Mortgage Corporation After recording please return to: Wachovia Mortgage Corporation

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective March 1, 2007, between Stephanie Michelle Neal, a married woman ("Borrower") and Wachovia Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated June 24, 2004 in the original principal sum of U.S. \$145,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 6, 2004 in Book or Liber 2507, at page(s) 466 through page 490, of Shelby County, Alabama department of records. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 907 Stonewood Road, Helena Al 35080. That real property is described as follows:

Lot 347, according to the Survey of Phase II, Fieldstown Park, Third Sector, as recorded in Map Book 20, page 35, in the probate office of Shelby County, Alabama.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

- 1. The Borrower represents that the Borrower is, the occupant of the Property.
- 2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$11,155.07 have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 1, 2007, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$153,507.95.
- 3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7%, beginning March 1, 2007. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 953.95 beginning on the 1st day of April 2007, and continuing thereafter on the same day of each succeeding month. If on March 1st, 2047 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Wachovia Mortgage Corporation, 1100 Corporate Center Drive, Raleigh, NC 27607 or at such other place as the Lender may require.
- 4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
- 5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the 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.
- 6. Nothing in this Modification 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 Modification, 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 Modification. 7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)] 1-4 Family Rider - Assignment of Rents Modification due on transfer rider [To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument]. Stephanie Michelle Neal (Borrower) Date IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written. Signed, sealed and delivered in the presence of: -Witness Grantor Acknowledgment ON COMMISSION EXPIRES JUNE 29, 2010 County: State: (date), by Stephanie The foregoing instrument was acknowledged before me this Michelle Neal Who is personally known to me or who has produced, (name of person acknowledging), ALDL as identification. Signature of Person Taking Acknowledgment Wachovia Mortgage Lynn K. Owens, Vice President - Lender Wachovia Mortgage Corporation Date ATTEST: By: Its Assistant Secretary STATE OF METTING GOOTING: COUNTY OF MAKE I, the undersigned, Notary Public, in and for said state and County, hereby certify that Whose names as Vice President and Assistant Secretary respectively, of SouthTrust Mortgage Corporation, are signed to the foregoing instrument being informed of the contents of the said instrument, they, as such officers and with full authority, executed the same voluntarily, for and as the act of said corporation, on the day the same bears date. Given under my hand and official seal this 5th day of March Gwendolyn M. Martin My Commission Expires: 9/4/2011

County: Wake

State: North Carolina

GWENDOLYN M MARTIN NOTARY PUBLIC

Wake County, North Carolina

My Commission Expires Septemer 4, 2011

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1ST day of March, 2007 Property described in the Loan Modification Agreement located at:

907 Stonewood road, Helena, AL 35080

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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

	ally provided in this Modification Duote and Security Instrument will remain	
effect. 2	In Mais	Michigan
Date	Stephanie Michelle Neal	-Borrower

[Wachovia Mortgage Corporation]

Date