

20070425000191400 1/9 \$42.30  
Shelby Cnty Judge of Probate, AL  
04/25/2007 12:38:53PM FILED/CERT

After signing, return to:  
Taylor, Bean & Whitaker Mortgage Corp.  
Attention: Loss Mitigation Department  
1417 N. Magnolia Ave.  
Ocala, Florida 34475

Prepared by: Roxanna Simpson

Taylor, Bean, & Whitaker Loan: 438428  
VA Case Number: 22-22-6-0557282  
MERS MIN: 1000295-0000438428-9 MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT 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 January 1, 2007, between  
Andre J. Hambright  
and Jillian Hambright

Taylor, Bean & Whitaker Mortgage Corp.  
Mortgage Electronic Registration Systems  
Hamilton Mortgage Corporation

("Borrower(s)" and  
("Lender"),

as nominee for  
("Mortgagee") amends and supplements

(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated  
July 24, 2003 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as  
mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,  
Michigan 48501-2026) in the original principal sum of U.S. \$ 177,582.00 ,

and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on  
July 28, 2003 , in Book/Libra N/A

, at page(s) N/A , or Instrument Number 20030728000481250  
, of the Official Records of Shelby County in the State of Alabama

[County and state, or other jurisdiction].

and subsequently assigned to Taylor Bean & Whitaker Mortgage Corporation  
by assignment dated July 24, 2003

and recorded on July 28, 2003 , in Book/Libra N/A  
, at page(s) N/A , or Instrument Number 20030728000481260

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  
104 Forest Hills Terrace Alabaster, Alabama 35007  
[Property Address].

Initials ASH Initials JH Initials \_\_\_\_\_ Initials \_\_\_\_\_  
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That real property is described as follows:

Lot 5, according to the Survey of Forest Hills, 1st Sector , as recorded in Map Book 19, Page 46 A & B, in the Probate Office of Shelby County, Alabama.

The Borrower(s) 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(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) 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(s) represents that the Borrower(s) (ASH) is, ( ) is not, the occupant of the Property.
2. The Borrower(s) acknowledges that interest has accrued but has 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 U.S. \$4,174.06 have been added to the indebtedness under the terms of the Note and Security Instrument. As of January 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. \$172,696.23 .
3. The Borrower(s) promise(s) 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 rate of 5.2500% , beginning January 1, 2007 . The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,005.29 , beginning on February 1, 2007 , and continuing thereafter on the same date of each succeeding month. If on August 1, 2033 , (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at **Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475** or at such other place as the Lender may require.

Initials ASH Initials JB Initials \_\_\_\_\_ Initials \_\_\_\_\_  
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4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 5.2500% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) 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 or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) 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(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements, and requirements of the Note and 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(s) is/are 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 or 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(s) and the 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(s) 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 part of this Modification. [Check applicable box(es)]

- ( ) 1-4 Family Rider - Assignment of Rents  
( X ) Modification Due on Transfer Rider

Initials ASH Initials JH Initials \_\_\_\_\_ Initials \_\_\_\_\_  
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[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

1/10/07  
Date

1/10/07  
Date

Date

Date

(Two witnesses required for Borrower(s))  
(One may be the Notary)

4/4/07  
Date

(Corporate Seal is Required)

Andre J. Hambright (Seal)  
Borrower

Jillian Hambright (Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

Margaret D. Dondor  
Rebecca K. Welch  
Witness  
Witness

Taylor, Bean & Whitaker Mortgage Corporation

Erla Carter-Shaw  
By: Erla Carter-Shaw  
Lender

Its: Executive Vice President

Nathan J. Sands  
Mortgage Electronic Registration Systems, Inc.

Witness  
Witness

[See Attached Acknowledgments]

## **BORROWER ACKNOWLEDGMENT**

State of:

County of:

Before me, a Notary Public, in and for said County, personally appeared the above named  
Andre J. Hambright and Jillian Hambright

who is personally

known to me or who has produced \_\_\_\_\_  
[type of identification]. 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  
this 10<sup>th</sup> day of Jan 2007 [date]

(Notary Seal is Required)

Ronald K. Watts (Signature)

Notary Public, state of: Alabama

My Commission Expires: 4-28-2008

## **LENDER ACKNOWLEDGMENT**

State of: Florida

County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Erla Carter-Shaw, the  
Executive Vice President of Taylor, Bean & Whitaker Mortgage Corporation, known to me to be a person whose name  
is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the  
purpose and consideration therein expressed as the act and deed of said corporation/association and in  
the capacity therein stated.

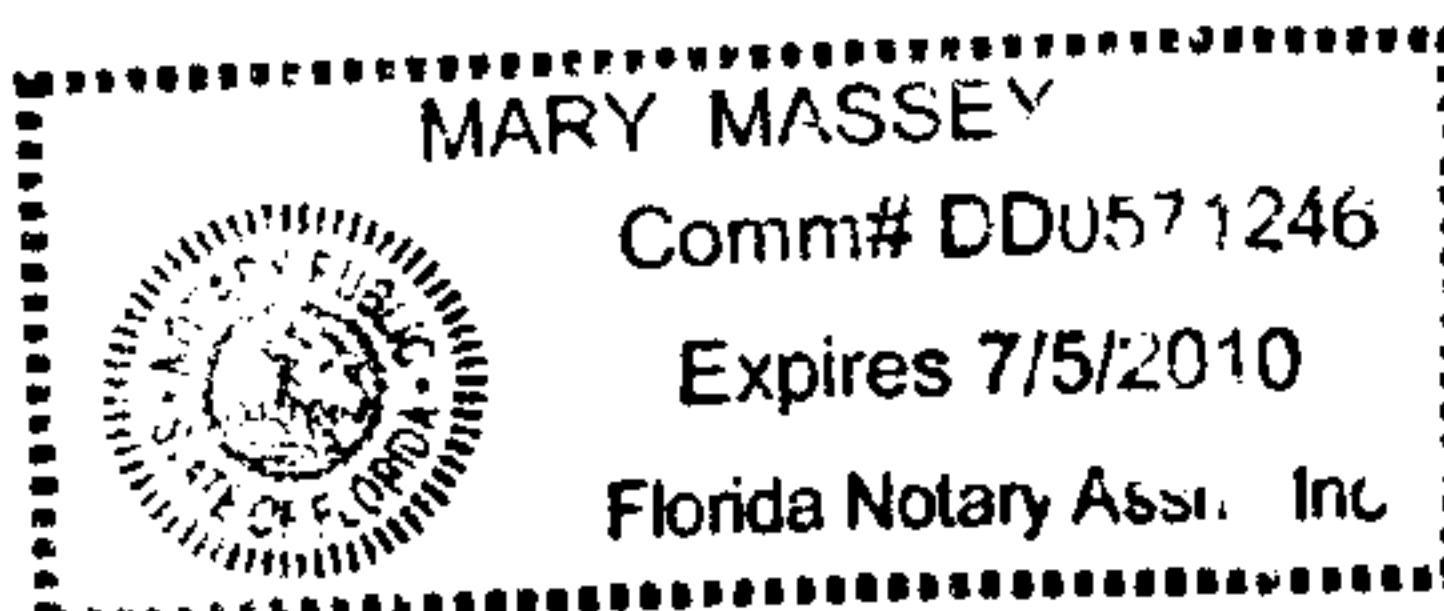
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 7<sup>th</sup> day of July 2007 [date]

(Notary Seal is Required)

Mary Massey (Signature)

Notary Public, state of: FL

My Commission Expires: 7/5/2010






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## **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNDERWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice:** The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to or relays repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

  
\_\_\_\_\_  
Andre J. Hambright Borrower

  
\_\_\_\_\_  
Jillian Hambright Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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## ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, as investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will confirm and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Date effective this 10<sup>th</sup> day of January 2007 [date]

Andre J. Hambright  
Andre J. Hambright Borrower

Jillian Hambright  
Jillian Hambright Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower


State of:  
County of:

The foregoing instrument was acknowledged before me on Jan. 10 - 2007 [date]  
by Andre J. Hambright and Jillian Hambright

[name of person(s) acknowledged]

(seal)

Robert K. Walther  
Notary Public, State of Alabama  
My Commission Expires 4-28-2008

  
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## **MODIFICATION DUE ON TRANSFER**

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on January 1, 2007  
is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement  
of the same date made by Andre J. Hambright  
and Jillian Hambright

(the "Borrower(s)")  
and Taylor, Bean & Whitaker Mortgage Corporation (the "Lender") covering the Property described in the Loan  
Modification Agreement located at:

104 Forest Hills Terrace Alabaster, Alabama 35007

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower(s)  
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(s) agrees as follows:

### **Transfer of the Property of a Beneficial Interest in Borrower(s).**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in  
Borrower(s) is sold or transferred and Borrower(s) 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(s) notice of acceleration. The notice  
shall provide a period of not less than thirty (30) days from the date the notice is delivered or  
mailed within which Borrower(s) must pay all sums secured by the Security Instrument. If  
Borrower(s) fail(s) 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(s).





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B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

1/10/07  
Date

1/10/07  
Date

Date

Date

Andre J. Hambright (Seal)  
Borrower

Jillian Hambright (Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Two witnesses required for Borrower(s))  
(one may be the Notary)

Margaret D. Donche Witness  
Robert K. Wells Witness

4/4/07  
Date

Taylor, Bean & Whitaker Mortgage Corporation

Erla Carter-Shaw Lender  
By: Erla Carter-Shaw

Its: Executive Vice President

(No witnesses required for Lender)