

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3392463*  
Attn: National Recordings 1120

**Chase Home Finance LLC**  
3415 Vision Drive  
Columbus, Ohio 43219  
Document Prepared by: SUJEIRY MEJIA  
Re: 1293095313  
FHA: 011-5042596-703  
1-800-446-8939

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of April, 2007, between **KARYN E. GENNARI, SINGLE**, [REDACTED], 204 HIDDEN COVE CIRCLE, PELHAM, ALABAMA 35124 ("Borrower") and Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation 3415 Vision Drive, Columbus, Ohio 43219 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to COATS AND COMPANY, INC., dated JANUARY 24, 2003, and recorded in instrument number 20030204000065140, on FEBRUARY 4, 2003, of the Records of SHELBY County, and subsequently assigned to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation of the Records of SHELBY County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 204 HIDDEN COVE CIRCLE, PELHAM, ALABAMA 35124, with the original principal balance U.S. \$100,738.00, and the principal balance before the loan modification being U.S. \$95,978.57, the real property described being set forth as follows:

LOT 38, ACCORDING TO THE SURVEY OF HIDDEN CREEK TOWNHOMES, PHASE II, AS RECORDED IN MAP BOOK 28, PAGE 37, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.  
A.P. NO: 136134007038000

BEING THE SAME PROPERTY CONVEYED TO KARYN E. GENNARI BY JOINT TENANCY WITH RIGHT OF SURVIVORSHIP WARRANTY DEED DATE RECORDED: NOVEMBER 14, 2001 IN DEED INSTRUMENT NUMBER: 2001-49125 IN SHELBY COUNTY, STATE OF ALABAMA.

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

1. As of April 1, 2007, the amount payable under the Loan Documents is U.S. \$101,363.95 consisting of the old principal balance in the amount of \$95,978.57 and the amount capitalized in the amount of \$5,385.38.
2. The Maturity Date of the above referenced Note has not been amended from February 01, 2033.
3. 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 yearly rates as specified below:
  - (a) The rate of 5.750% for the payments due from May 1, 2007 through and including February 01, 2033.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
  - (a) Monthly payments of \$628.51 for the payments due from May 1, 2007 through and including February 01, 2033. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.



The Borrower will make such payments at P.O. Box 78420,  
Phoenix, AZ 85062-8420, or at such other place as the Lender may require.

5. 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, at its option, require immediate payment in full of all sums secured by the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Dawn Turner  
Witness 1 Signature

Karyn E. Gennari  
KARYN E. GENNARI

Dawn Turner  
Printed Name of Witness

William Halsey  
Witness 2 Signature

William Halsey  
Printed Name of Witness

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Printed Name of Witness

ACKNOWLEDGEMENT

STATE OF Alabama  
COUNTY OF Shelby

Before me, a Notary Public, in and for said County, personally appeared the above named **KARYN E. GENNARI** 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 Birmingham, AL 35242, this 14<sup>th</sup> day of March, 2007

My Commission Expires  
October 14, 2007

Beth Massey  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, in and for said County, personally appeared the above named **NANCY C. GENNARI** 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



Chase Home Finance LLC, successor by merger to  
Chase Manhattan Mortgage Corporation

Brandi Powell

Witness 1 Signature

Brandi Powell

Printed Name of Witness

Danny Harper

Witness 2 Signature

Danny Harper

Printed Name of Witness

Christopher Stump  
Assistant Vice President

20070608000268490 4/4 \$28.10  
Shelby Cnty Judge of Probate,AL  
06/08/2007 11:30:21AM FILED/CERT

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Christopher Stump, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 26th day of April, 2007

My commission expires: 08/26/08

M.J. Hines  
Notary Public

GENNARI  
12106524

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FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



M.J. HINES  
Notary Public, State of Ohio  
My Commission Expires 08-26-08