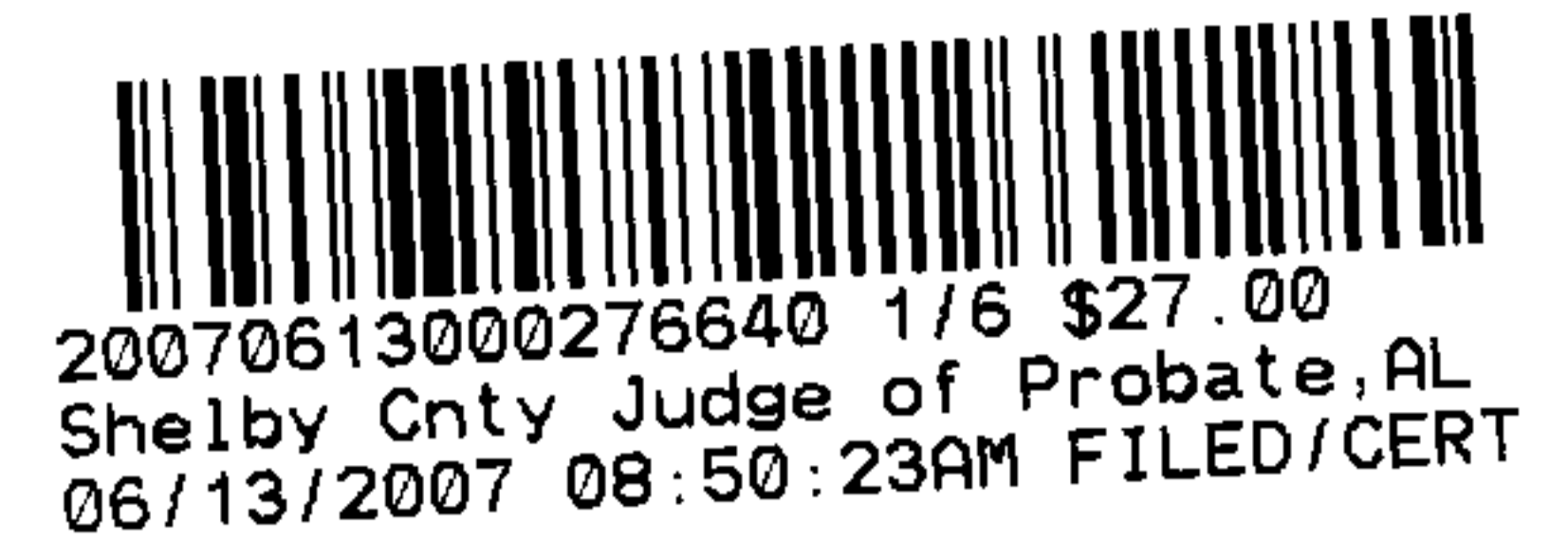


RELI, Inc.
The Title & Closing Professionals
2850 Cahaba Road, #140
Mountain Brook, AL 35223
MTB0707230-MAD



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STATE OF ALABAMA) **MORTGAGE MODIFICATION AGREEMENT**
COUNTY OF SHELBY) **AMENDMENT TO NOTE AND SECURITY INSTRUMENT**
(Change to Interest Rate and/or Loan Amount)

Prepared By: WACHOVIA MORTGAGE CORPORATION
Return To:

Lenders Loan Number: 3963838 MIN: 100013700039638380	MERS Phone: 1-888-679-6377
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THIS MODIFICATION AGREEMENT ("Agreement") to Note, Security Instrument, and Adjustable Rate Rider is made this 9th day of May, 2007, by and between Richard J. Schneider and Trudy B. Schneider, Husband and Wife

("Borrower") and Wachovia Mortgage Corporation ("Lender") whose address is
1100 Corporate Center Drive, Raleigh, NC 27607
and **Mortgage Electronic Registration Systems, Inc.** whose address is P.O. Box 2026, Flint, MI 48501-2026
("Mortgagee" or "Beneficiary") and
("Trustee") whose address is .

RECITALS:

A. Lender is the owner and holder of that certain Promissory Note ("Note") dated August 9, 2006, in the original amount of \$435,000.00, plus an Addendum to the Note and Construction Loan Agreement of the same date, secured by a Mortgage/Deed of Trust ("Security Instrument") which encumbers property located at 15149 Hwy 25, Calera, AL 35040 and which property is more particularly described in said Security Instrument which incorporates a Construction/Permanent Rider of the same date, granted or assigned to MERS solely as a nominee for Lender and Lender's successors and assigns, recorded on August 25, 2006 in Official Records/Deed Book Instrument Number 20060825000420160, Public Records of Shelby County.

B. Borrower has requested Lender to modify the Note and Security Instrument, and the parties have mutually agreed to modify the terms as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **LOAN AMOUNT.** The unpaid principal balance of the Note is \$435,000.00 and that interest has been paid through the date of this Agreement.

2. **AMENDMENTS TO THE NOTE.** The terms and provisions of the Note are amended and modified as follows:
(a) Paragraph 2 of the NOTE is amended as follows:

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at yearly rate of 6.125% from May 9, 2007.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6 (B) of this Note.

(b) Paragraphs 3(A) and 3(B) of the Note are amended as follows:

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$2,226.29.

(c) The Construction/Permanent Addendum to the Note is null and void as of the date of this Agreement and is no longer in effect.

3. **AMENDMENTS TO THE SECURITY INSTRUMENT.** The terms and provisions of the Security Instrument are amended and modified as follows:

☒ (a) The unpaid principal balance of the Note that is secured by the Security Instrument is [☐ increased / ☒ decreased] to
Three Hundred Sixty – Six Thousand Four Hundred and 00/100 (\$366,400.00).

☒ (b) The outstanding balance of the debt, if any remaining, evidenced by Borrower's Note dated the same date as the Security Instrument, if not paid earlier, shall be due and payable on June 1, 2037.

☒ (c) The Construction/Permanent Rider to the Security Instrument is null and void as of the date of this Agreement and is no longer in effect.

4. **CONSTRUCTION LOAN AGREEMENT OF NO FORCE AND EFFECT.** The original provisions of the Note and related Construction Loan Agreement provide for the payment of interest only during the Construction Phase of the loan and construction and completion of improvements on the security property. Borrower and Lender agree that the Construction Phase is now complete and that all construction draws and loan proceeds have been disbursed to the Borrower in accordance with the terms of the Note. Borrower further acknowledges Lender's compliance with all terms, conditions and obligations of the Construction Loan Agreement and other loan documents during the Construction Phase and hereby releases Lender and any subsequent assignee or note holder of all liability thereunder. Payments of principal and interest shall be due and payable as outlined in the Note, as amended by this Modification Agreement. The Construction Loan Agreement shall be null and void as of the date of this Agreement.

5. **NO RELEASE.** Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of Note and Security Instrument which are not inconsistent herewith. **This Agreement shall not constitute a novation.**

6. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

WITNESSES:

Attest:

Maria Toro
Maria Toro, Assistant Secretary
(SEAL)

Maria Toro
Maria, Toro, Assistant Secretary
(SEAL)

Vice President/Assistant Secretary

BORROWERS:

Richard J. Schneider (SEAL)
Richard J. Schneider

Trudy B. Schneider (SEAL)
Trudy B. Schneider

LENDER:

By: Carla Phoonphiphatana
Carla Phoonphiphatana, Vice President/Assistant Secretary

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Carla Phoonphiphatana
Carla Phoonphiphatana, Vice President/Assistant Secretary

TRUSTEE: _____

By: _____
Vice President/Assistant Secretary

ACKNOWLEDGMENTS

STATE OF ALABAMA

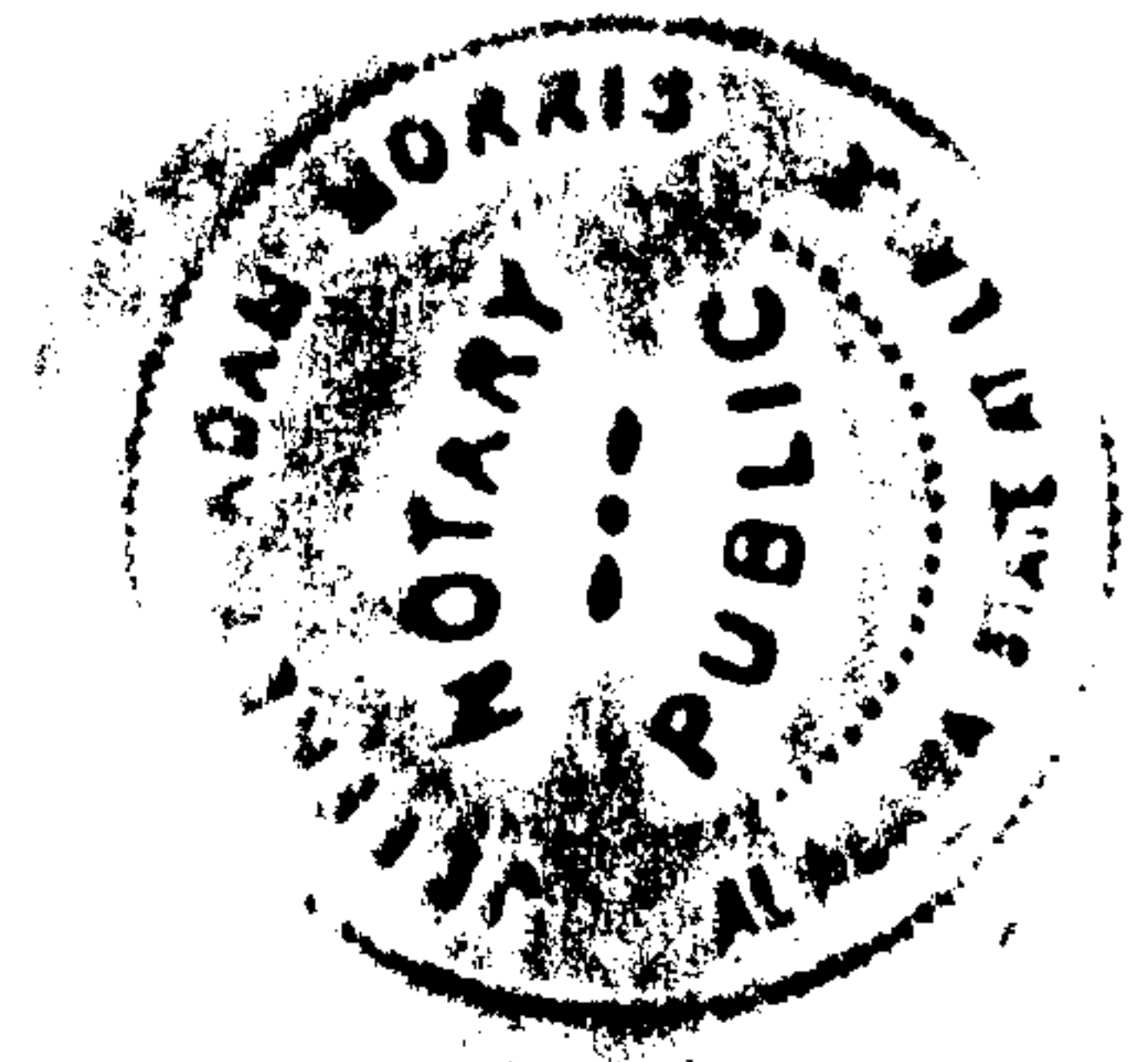
COUNTY OF JEFFERSON

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this MAY 09 2007 day of MAY 09 2007, by, RICHARD J. SCHNEIDER AND TRUDY B. SCHNEIDER, the Borrower(s) named above. S/he/they is (are) personally known to me or has (have) produced satisfactory proof of his/her/their identity.

Signature of Person Administering Oath:

Printed Name of Person Administering Oath:

Jeffrey Adam Morris
Title: Closing agent / Notary
(If Applicable) My Commission Expires: 6/22/08



STATE OF FLORIDA

COUNTY OF DUVAL

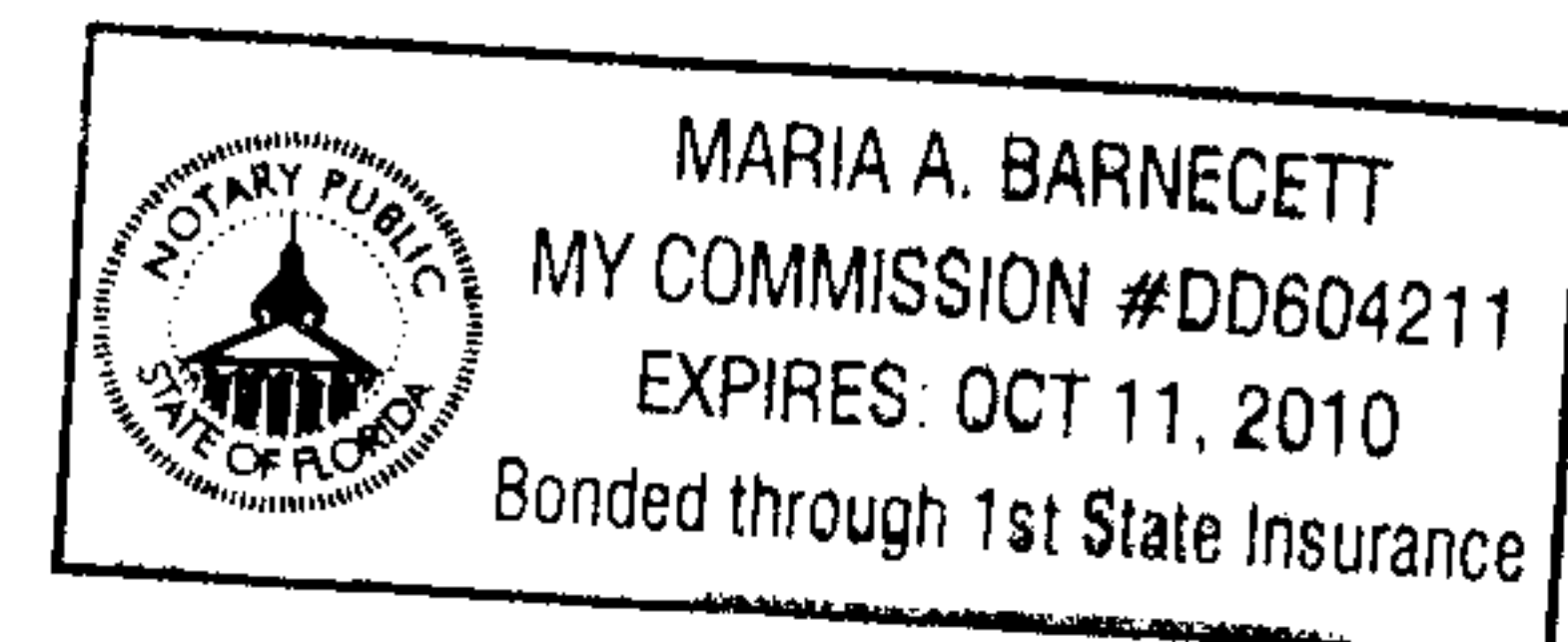
The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7th day of May 2007, by, Carla Phoonphiphatana as Assistant Vice President of said Lender named above, on behalf of the Lender pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Maria A. Barncett
Printed Name of Person Administering Oath:

Title:

(If Applicable) My Commission Expires:



STATE OF FLORIDA

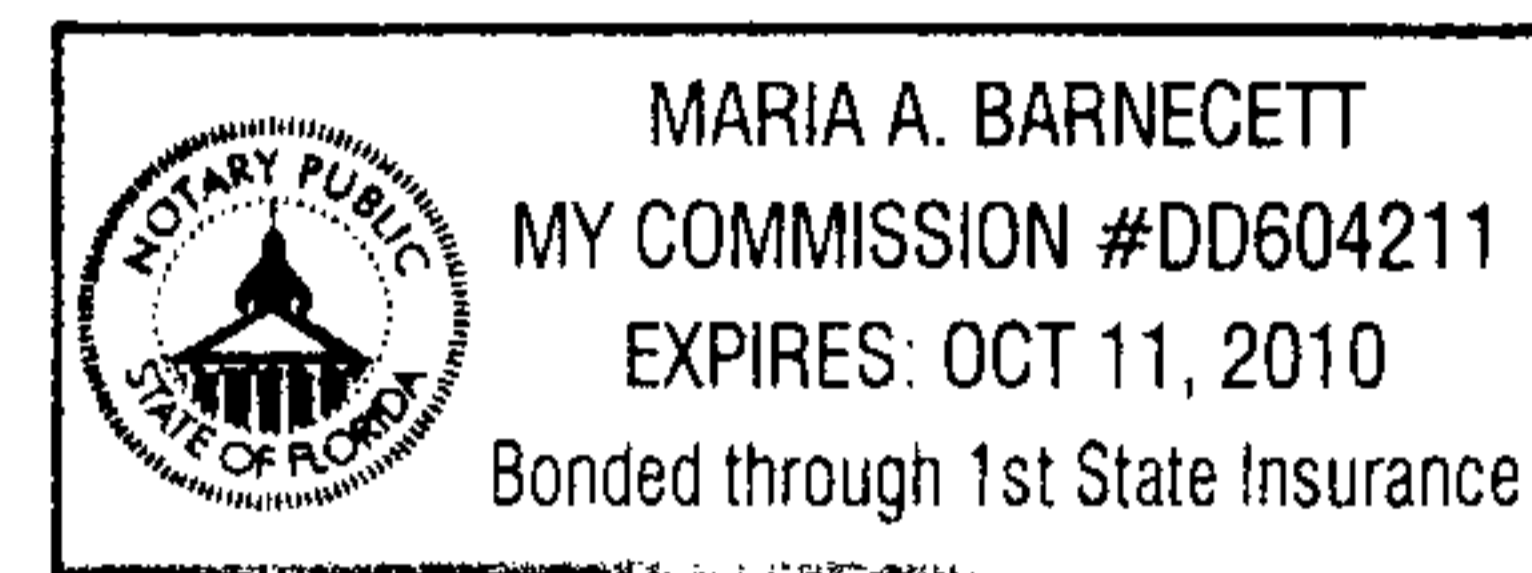
COUNTY OF DUVAL

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7th day of May 2007, by Carla Phoonphiphatana, as Assistant Vice President of Mortgage Electronic Registration Systems, Inc., on behalf of the Mortgage Electronic Registration Systems, Inc. pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Maria A. Barnegett

Printed Name of Person Administering Oath:



Title:

(If Applicable) My Commission Expires:

OF

COUNTY OF

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this day of, by, as of said Trustee named above, on behalf of the Trustee pursuant to authority granted by Trustee's board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Printed Name of Person Administering Oath:

Title:

(If Applicable) My Commission Expires:

20070613000276640 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
06/13/2007 08:50:23AM FILED/CERT

EXHIBIT "A"

Lot 18, according to the Survey of McMahon Highlands at Shelby Spring Farms, as recorded in Map Book 28, Page 25, in the Office of the Judge of Probate of Shelby County, Alabama.

RICHARD J. SCHNEIDER, III AND RICHARD J. SCHNEIDER ARE ONE AND THE SAME PERSON.