

When recorded mail to:

First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

HPV
343 5801

Chase Home Finance LLC

3415 Vision Drive
Columbus, Ohio 43219
Document Prepared by: Gwen Angel
Re: 1295626953
FHA: 011-5305488-703
1-800-446-8939

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of May, 2007, between **AARON S. GUNN**, Husband and **ORLANTHIA R. GUNN** Wife, 3880 BLUE SPRINGS ROAD, WILSONVILLE, ALABAMA 35186 ("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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COATS AND COMPANY, INC., dated JULY 27, 2004, and recorded as Instrument Number 20040803000430620, on AUGUST 3, 2004, 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 3880 BLUE SPRINGS ROAD, WILSONVILLE, ALABAMA 35186, with the original principal balance U.S. \$92,415.00, and the principal balance before the loan modification being U.S. \$92,744.62, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A. P. NO.: 201012001019001

BEING THE SAME PROPERTY CONVEYED TO AARON S. GUNN and ORLANTHIA R. GUNN BY WARRANTY DEED AND RECORDED AUGUST 3, 2004 as Instrument Number: 20040803000430610 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):

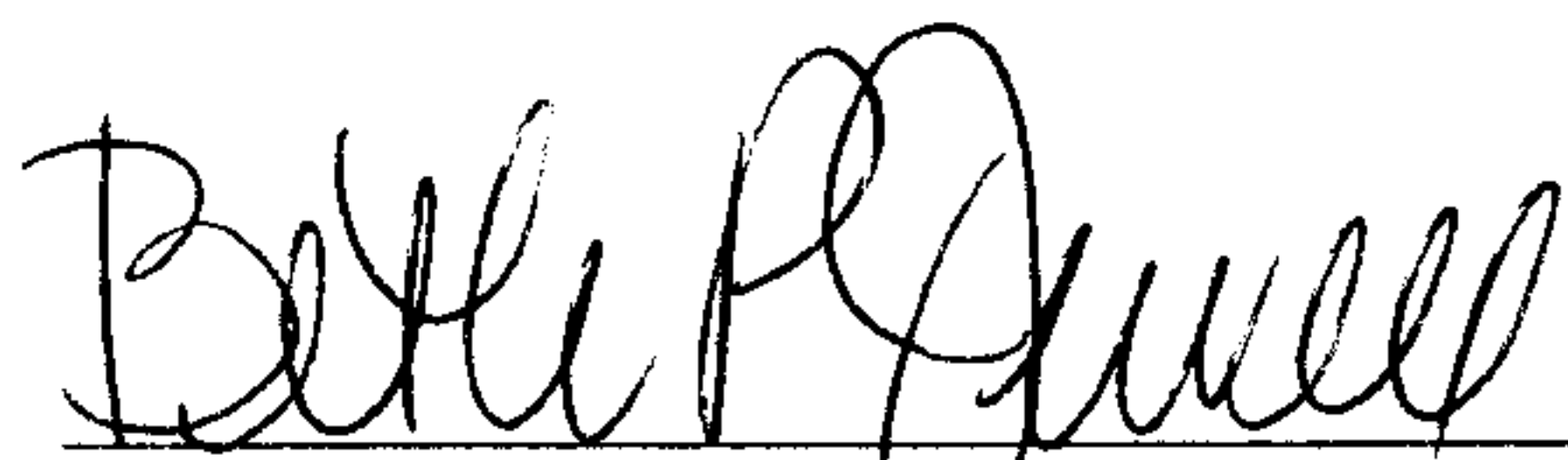
1. As of May 1, 2007, the amount payable under the Loan Documents is U.S. \$97,412.76 consisting of the old principal balance in the amount of \$92,744.62 and the amount capitalized in the amount of \$4,668.14.
2. The Maturity Date of the above referenced Note has not been amended from August 01, 2034.
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 6.500% for the payments due from June 1, 2007 through and including August 01, 2034.

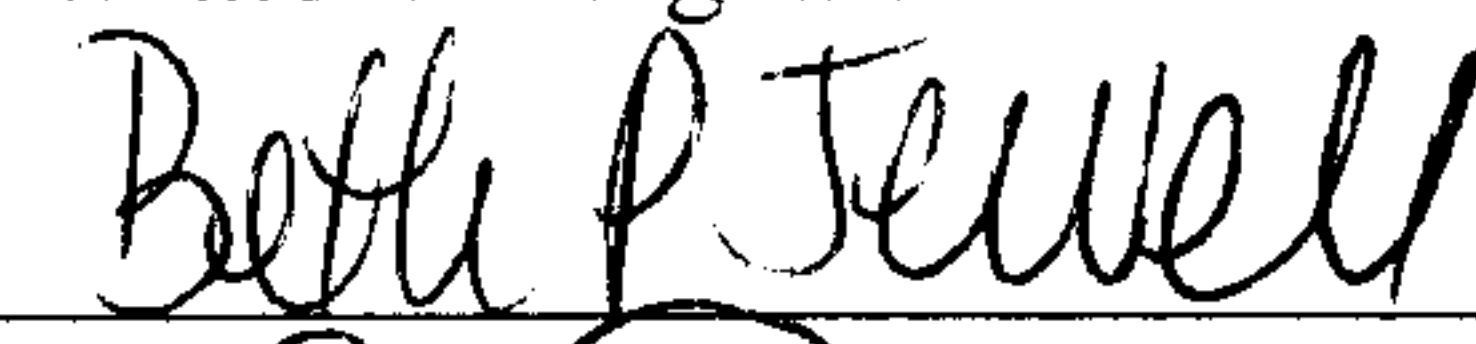
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

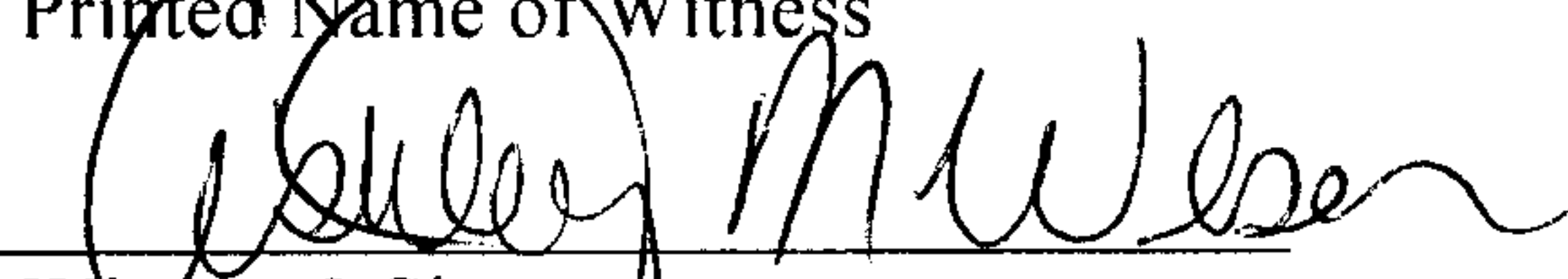
(a) Monthly payments of \$636.45 for the payments due from June 1, 2007 through and including August 01, 2034. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

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.


Witness 1 Signature


Printed Name of Witness


Witness 2 Signature


Printed Name of Witness


AARON S. GUNN

Orlathia R. Gunn
ORLANTHIA R. GUNN

Witness 1 Signature

Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

ACKNOWLEDGEMENT

STATE OF Alabama
COUNTY OF Talladega

Before me, a Notary Public, in and for said County, personally appeared the above named **AARON S. GUNN** 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 Talladega, Al., this 18 day of April, 2007

MY COMMISSION EXPIRES APRIL 26, 2008 Altha D. Long
Notary Public

My commission expires: _____

STATE OF Alabama
COUNTY OF Talladega

Before me, a Notary Public, in and for said County, personally appeared the above named **ORLANTHIA R. GUNN** 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 Talladega, Al., this 18 day of April, 2007

Altha D. Long
Notary Public

My commission expires: _____

Loan Number 1295626953

20070702000309730 5/6 \$33.05
Shelby Cnty Judge of Probate, AL
07/02/2007 12:16:17PM FILED/CERT

Mortgage Electronic Registration Systems, Inc.

Brandi Powell

Witness 1 Signature

Brandi Powell

Printed Name of Witness

Danny Harger

Witness 2 Signature

Danny Harger

Printed Name of Witness

[Signature]

Christopher Stump

Assistant Vice President

[Barcode] GUNN
12505942

AL

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

[Barcode]

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 Mortgage Electronic Registration Systems, Inc., 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 06 day of June, 2007

My commission expires: 1/3/11

[Signature]
Notary Public



PAMELA MacGREGOR
Notary Public, State of Ohio
My Commission Expires 01-03-11

SCHEDULE A

20070702000309730 6/6 \$33.05
Shelby Cnty Judge of Probate, AL
07/02/2007 12:16:17PM FILED/CERT

PARCEL 2:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTOR 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 34 MINUTES 8 SECONDS EAST A DISTANCE OF 15.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 34 MINUTES 8 SECONDS EAST A DISTANCE OF 160.0 FEET; THENCE NORTH 1 DEGREES 25 MINUTES 52 SECONDS WEST A DISTANCE OF 62.50 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 193.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF BLUE SPRINGS ROAD AND A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 55 MINUTES AND A RADIUS OF 2776.48 FEET, SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 72 DEGREES 10 MINUTES 46 SECONDS WEST AND A CHORD DISTANCE OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 50.00 FEET TO A POINT OF COMPOUND CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 22 MINUTES 7 SECONDS AND A RADIUS OF 719.21 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 130.15 FEET; THENCE SOUTH 1 DEGREES 33 MINUTES 6 SECONDS EAST A DISTANCE OF 306.2 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 5 DEGREES 19 MINUTES 28 SECONDS EAST A DISTANCE OF 309.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF BLUE SPRING ROAD, SAID POINT ALSO BEING A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9 DEGREES 27 MINUTES 38 SECONDS AND A RADIUS OF 719.21 FEET, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 88 DEGREES 54 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 118.62 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 118.76 FEET; THENCE SOUTH 1 DEGREES 33 MINUTES 6 SECONDS EAST AND LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 306.12 FEET TO THE POINT OF BEGINNING.

A. P. NO.: 201012001019001