

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3504109*
Attn: National Recordings 1120

Chase Home Finance LLC
3415 Vision Drive
Columbus, Ohio 43219
Document Prepared by: Gwen Angel
Re: 1978858150
FHA: 011-5444482-729
1-800-446-8939

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of June, 2007, between **WILSON P KUJA**, A Married Person, 335 CAMDEN COVE CIRCLE, CALERA, ALABAMA 35040 ("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 WACHOVIA MORTGAGE CORPORATION, dated SEPTEMBER 2, 2005, and recorded as Instrument Number 20050920000487760, on SEPTEMBER 20, 2005, 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 335 CAMDEN COVE CIRCLE, CALERA, ALABAMA 35040, with the original principal balance U.S. \$113,340.00, and the principal balance before the loan modification being U.S. \$111,678.02, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A.P. NO: **285162002053000**

BEING THE SAME PROPERTY CONVEYED TO **WILSON P KUJA** BY WARRANTY DEED AND RECORDED **SEPTEMBER 20, 2005 AS INSTRUMENT NUMBER 20050920000487750** IN SHELBY COUNTY, STATE OF ALABAMA AND WAS RE-CORDED **NOVEMBER 4, 2005 AS INSTRUMENT NUMBER 2005110400057474** 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 June 1, 2007, the amount payable under the Loan Documents is U.S. \$116,784.20 consisting of the old principal balance in the amount of \$111,678.02 and the amount capitalized in the amount of \$5,106.18.
2. The Maturity Date of the above referenced Note has not been amended from September 01, 2035.
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 6.375% for the payments due from July 1, 2007 through and including September 01, 2035.

 **KUJA**
12954985

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT



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 \$743.85 for the payments due from July 1, 2007 through and including September 01, 2035. 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.

Lakesha Taylor
Witness 1 Signature

LAKESHA TAYLOR
Printed Name of Witness

Kaluzi Samuel
Witness 2 Signature

SAMUEL KALUZI
Printed Name of Witness

Wilson P Kuja
WILSON P KUJA

ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

Before me, a Notary Public, in and for said County, personally appeared the above named **WILSON P KUJA** 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 3979 Parkwood Rd, this 21 day of May, 2007
Bessemer, AL 35022

My Commission Expires
May 12, 2010

Watson Cole, Jr.
Notary Public

My commission expires: _____

WATSON COLE, JR

Loan Number 1978858150

20070822000397000 4/5 \$30.80
Shelby Cnty Judge of Probate, AL
08/22/2007 02:46:33PM FILED/CERT

Mortgage Electronic Registration Systems, Inc.

Brandi Power

Witness 1 Signature

Brandi Power

Printed Name of Witness

Danny Harper

Witness 2 Signature

Danny Harper

Printed Name of Witness

Christopher Stump

Christopher Stump

Assistant Vice President

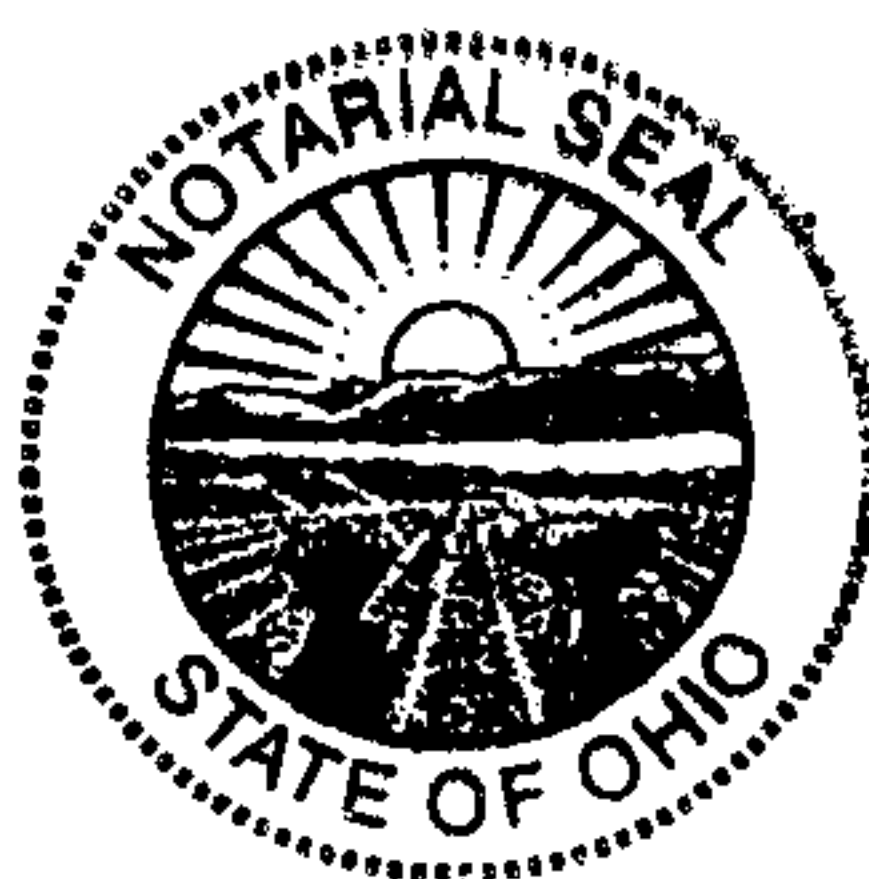
STATE OF OHIO
COUNTY OF FRANKLIN

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 16th day of July, 2007

My commission expires: 11/3/11

Pamela MacGregor
Notary Public



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

20070822000397000 5/5 \$30.80
Shelby Cnty Judge of Probate,AL
08/22/2007 02:46:33PM FILED/CERT

SCHEDULE A

LOT 188, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 1, AS RECORDED IN
MAP BOOK 25, PAGES 33 A, B & C IN THE PROBATE OFFICE OF THE JUDGE OF PROBATE
SHELBY COUNTY, ALABAMA

A. P. NO 285162002053000