

PREPARED BY: GWEN ANGEL
Chase Home Finance LLC

3415 Vision Drive
Columbus, Ohio 43219

Document Prepared by: GWEN ANGEL

Re: 1967604977

FHA: 011-5146270-703

1-800-446-8939

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3805087*
Attn: National Recordings 1120

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

NO NEW INDEBTEDNESS

This Loan Modification Agreement ("Agreement"), made effective the First day of November, 2007, between **RONNIE MCCOY**, HUSBAND and **KRISSY MCCOY** WIFE, 1965 22ND AVENUE, 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 HOMETOWN MORTGAGE SERVICES, INC., AN ALABAMA CORPORATION, dated JULY 30, 2003, and recorded as Instrument Number 20030806000511580, on AUGUST 6, 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 1965 22ND AVENUE, CALERA, ALABAMA 35040, with the original principal balance U.S. \$84,671.00, and the principal balance before the loan modification being U.S. \$80,329.58, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A. P. NO.: 352031001052000

BEING THE SAME PROPERTY CONVEYED TO **RONNIE MCCOY** and **KRISSY MCCOY** BY **WARRANTY DEED** AND RECORDED **AUGUST 6, 2003** AS INSTRUMENT NUMBER: **2003080600051157** 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 November 1, 2007, the amount payable under the Loan Documents is U.S. \$83,626.98 consisting of the old principal balance in the amount of \$80,329.58 and the amount capitalized in the amount of \$3,297.40.
2. The Maturity Date of the above referenced Note has not been amended from August 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 6.000% for the payments due from December 1, 2007 through and including August 01, 2033.

 **MCCOY**
13771328 **AL**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

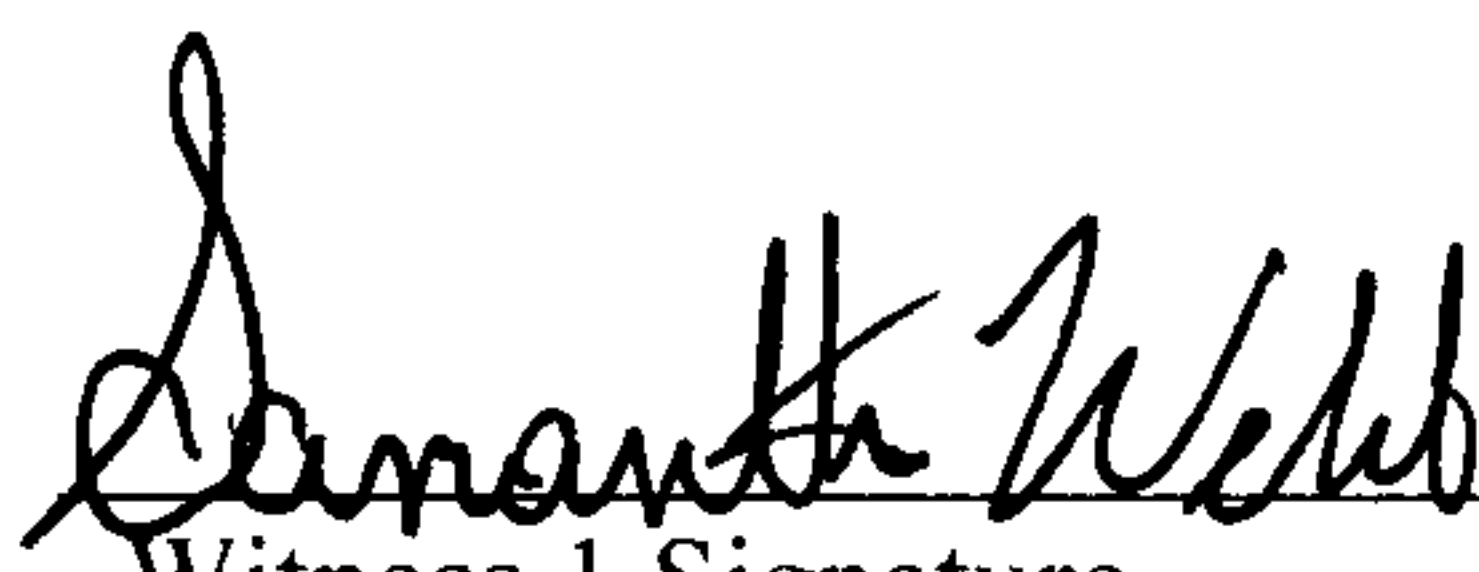


4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

- (a) Monthly payments of \$532.07 for the payments due from December 1, 2007 through and including August 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.

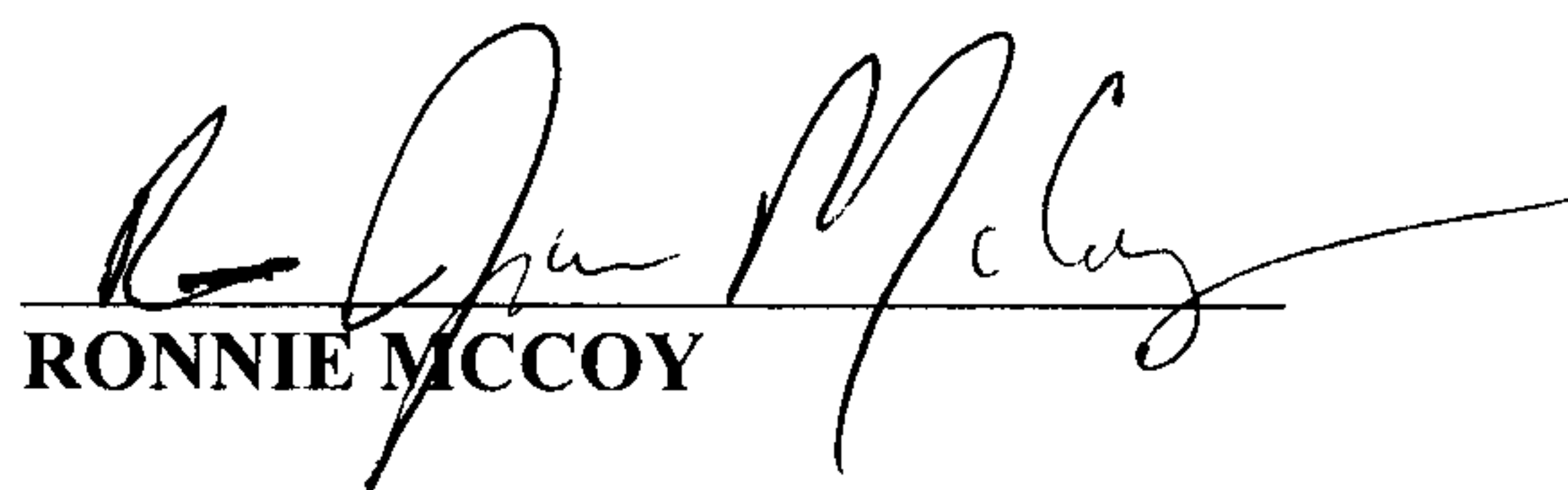
5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full 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.


Witness 1 Signature

Samantha Webb
Printed Name of Witness


Witness 2 Signature

S CHRISTOPHER BRYANT
Printed Name of Witness


RONNIE MCCOY

Samantha Webb
Witness 1 Signature

KRISTY MCCOY

Samantha Webb
Printed Name of Witness

Christopher S. Bryant
Witness 2 Signature

CHRISTOPHER BRYANT
Printed Name of Witness


20080107000007280 3/6 \$26.00
Shelby Cnty Judge of Probate, AL
01/07/2008 12:41:30PM FILED/CERT

ACKNOWLEDGEMENT

20080107000007280 4/6 \$26.00
Shelby Cnty Judge of Probate, AL
01/07/2008 12:41:30PM FILED/CERT

STATE OF Alabama
COUNTY OF Shelby

Before me, a Notary Public, in and for said County, personally appeared the above named **RONNIE MCCOY** 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 The Finish Line, this 31st day of OCTOBER, 2007.

Craig Savage
Notary Public

My commission expires: July 24, 2008

STATE OF Alabama
COUNTY OF Shelby

Before me, a Notary Public, in and for said County, personally appeared the above named **KRISSY MCCOY** 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 The Finish Line, this 31st day of OCTOBER, 2007.

Craig Savage
Notary Public

My commission expires: July 24, 2008

Loan Number 1967604977

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

Juan Santiago
Witness 1 Signature

Juan Santiago
Printed Name of Witness

Arita Y. Stokes
Witness 2 Signature

Arita R. Stokes
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 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 18 day of December, 2007



Danny P. Madden
Notary Public, State of Ohio
My Commission Expires 11-04-2010
My commission expires: _____

Danny P. Madden
Notary Public

SCHEDULE A


20080107000007280 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
01/07/2008 12:41:30PM FILED/CERT

LOTS 8 AND 9, IN BLOCK 251, ACCORDING TO DUNSTAN'S SURVEY OF THE TOWN OF CALERA, ALABAMA; LESS AND EXCEPT THE EAST 75 FEET OF LOTS 8 AND 9, IN BLOCK 251, ACCORDING TO DUNSTAN'S SURVEY OF THE TOWN OF CALERA, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

A.P. NO: **352031001052000**