

20080602000221100 1/9 \$229.85
Shelby Cnty Judge of Probate, AL
06/02/2008 12:26:42PM FILED/CERT

Prepared By:
COURTNEY ROBINSON
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
(214) 413-2036

After Recording Return To:
AAA WORLDWIDE FINANCIAL CO.
5057 KELLER SPRINGS RD STE
300
ADDISON, TX 75001
(214) 413-2036
ATTN: AAA WORLDWIDE
FINANCIAL CO.

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

WALLIS
Loan #: 10502617
MIN: 100374000802070025

This Loan Modification Agreement ("Agreement"), made APRIL 10, 2008, between JACK REED WALLIS AND HIS WIFE, SHEILA GAIL WALLIS SIGNING PRO FORMA TO PERFECT THE LIEN ONLY ("Borrower") and AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated FEBRUARY 22, 2008 and recorded in Book or Liber 200803100000910410, at page(s) _____, of the COUNTY Records of SHELBY County, State of ALABAMA and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located 4575 HIGHWAY 85, VINCENT, AL 35178 the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

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

1. As of APRIL 10, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$129,879.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.750%, from MAY 1, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$842.39, beginning on JUNE 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.750% will remain in effect until principal and interest are paid in full. If on MAY 1, 2038 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; 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 Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- b. all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- a. All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- c. Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- d. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- e. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

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f. Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Jack Reed Wallis 4-11-08
-BORROWER - JACK REED WALLIS - DATE -

(Seal)
AAA Worldwide Financial Co. D/B/A Worldwide Mortgage Co.- Lender

By: Michael Kergosien

[Space below This Line for Acknowledgements]

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Calhoun

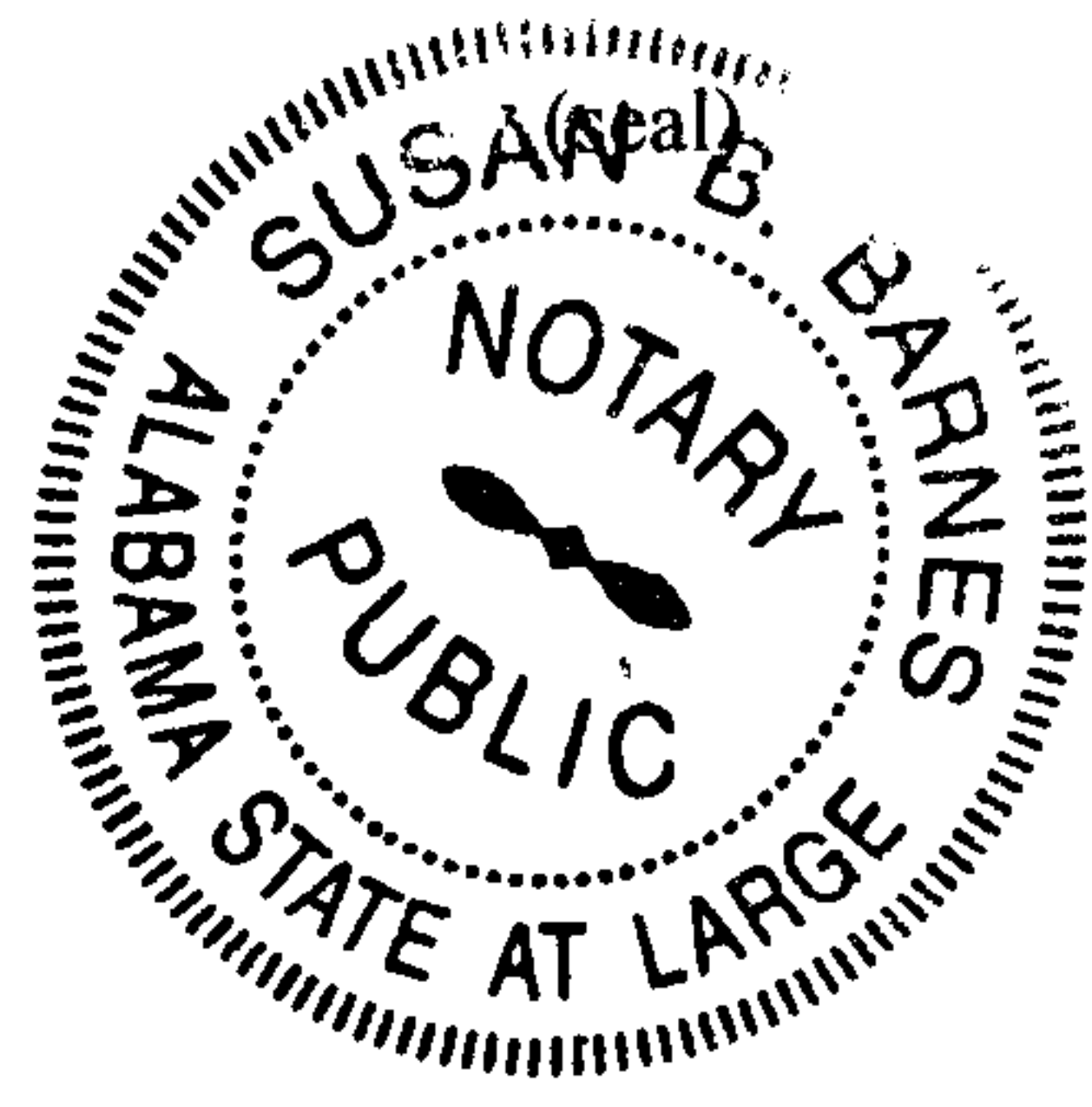
This instrument was acknowledged before me on the 11 day of April, by

Jack Reed Wallis

Susan B. Barnes
Notary Public, State of

Notary's Name Printed: Susan B. Barnes

My Commission Expires: 8-16-08





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CORPORATE ACKNOWLEDGEMENT

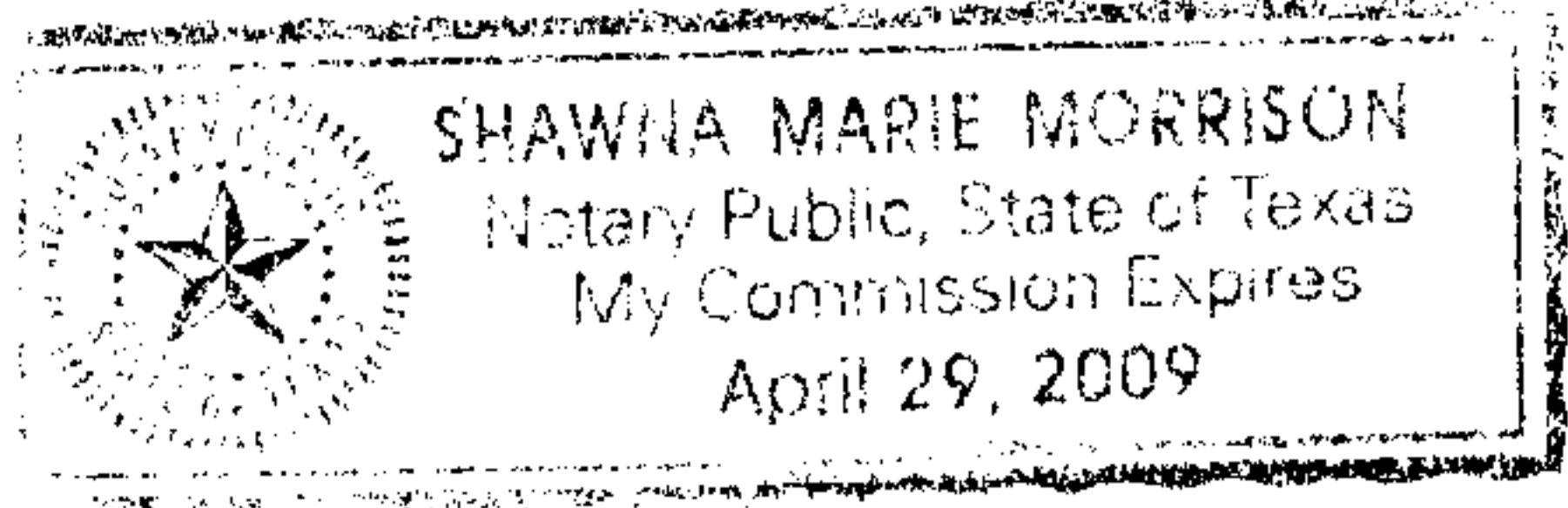
STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on the 14 day of April 2008 by Michael Kergosien, the CEO of AAA Worldwide Financial Co. D/B/A Worldwide Mortgage Co., on behalf of said company.

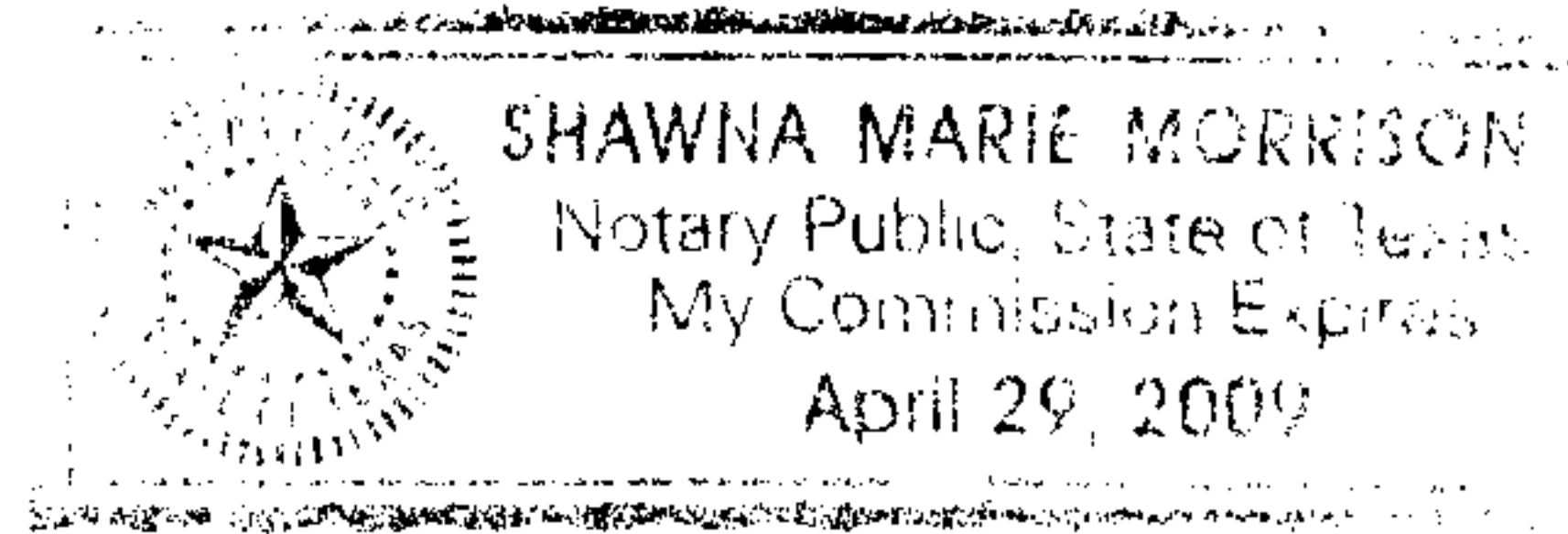
Shawna Morrison
Notary Public, State of

(seal)



Notary's Name Printed:

My Commission Expires:



(To be recorded with Security Instrument)

**AFFIXATION AFFIDAVIT REGARDING
MANUFACTURED (AND FACTORY BUILT) HOME**

The State of **ALABAMA**)

WALLIS

Loan #: 10502617

MIN: 100374000802070025

County of **SHELBY**)

Before me, the undersigned authority, on this day personally appeared **JACK REED WALLIS AND HIS WIFE, SHEILA GAIL WALLIS SIGNING PRO FORMA TO PERFECT THE LIEN ONLY** known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first dully sworn, did each on his/or her oath state as follows:

Description of Manufactured Home

New	2007	CAVALIER	ENGLEWOOD 09A6555L
New/Used	Year	Manufacturer's Name	Model Name and Model No.
76 X 32		CV07AL0272227A/B	NTA 1450706/707
Length X Width		Serial Number	HUD #
Manufactured Home location			
4575 HIGHWAY 85		SHELBY	
Street		County	
VINCENT		ALABAMA	35178
City		State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.

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2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/We will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.



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In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 22ND day of FEBRUARY, 2008.

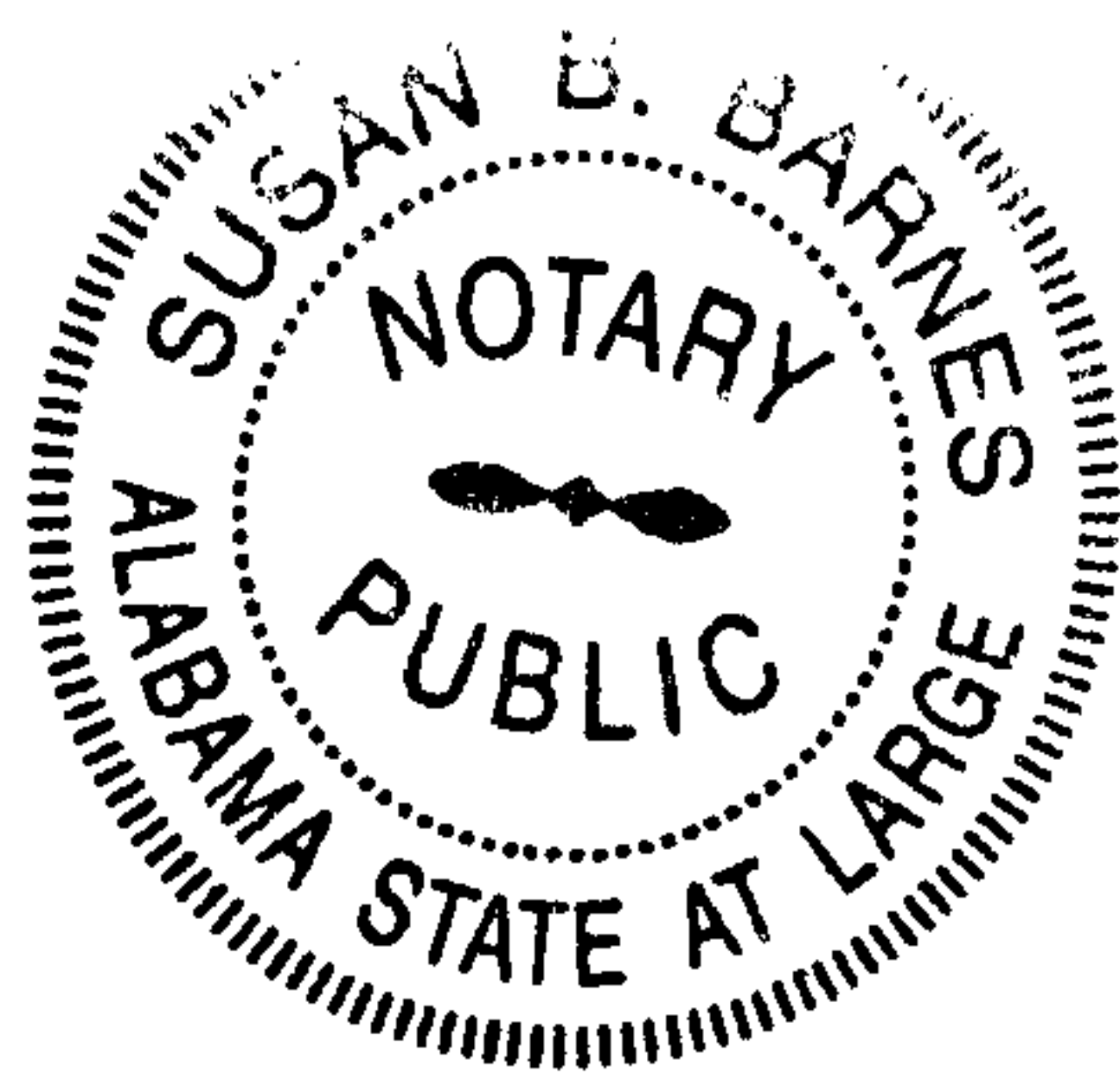
Jack Reed Wallis 4-11-08
- BORROWER - JACK REED WALLIS - DATE -

Witness
STATE OF Alabama
COUNTY OF Challege

Witness

The foregoing instrument was acknowledged before me this 11 day of April 2008 by Jack Reed Wallis

, who is personally known to me (yes/no) or who provided _____ as identification.



Susan B Barnes

Notary Public

Print Name: Susan B. Barnes

My Commission Expires: 8-16-08

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Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

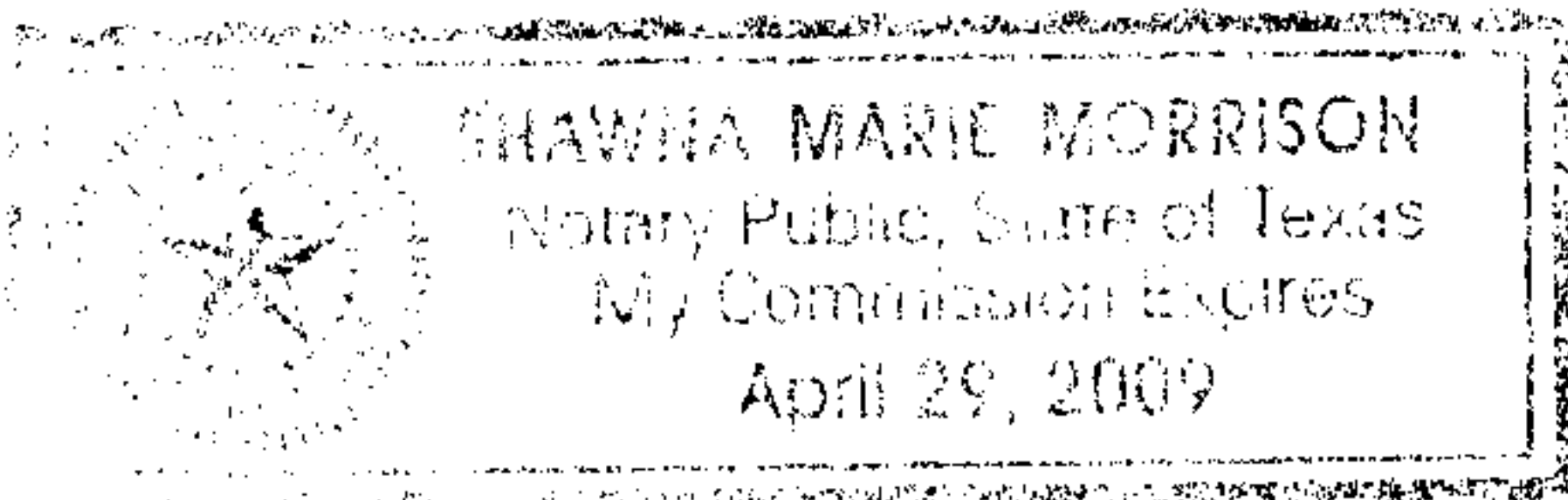
Lender: AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO.

By: [Signature]
Authorized Signature

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 14 day of April 2008 by Michael Hergosien
an agent of AAA WORLDWIDE FINANCIAL CO. D/B/A WORLDWIDE MORTGAGE CO., Lender, who is personally known to me or who provided _____ as identification.

Shawna Morrison
Notary Public



Print Name: _____
My Commission Expires: _____
SHAWNA MARIE MORRISON
Notary Public, State of Texas
My Commission Expires
April 29, 2009

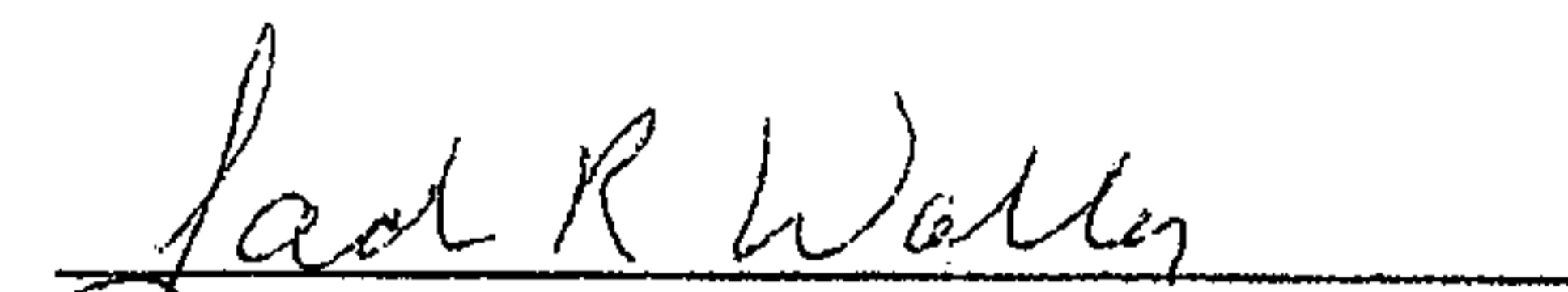
Attention County Clerk: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.



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EXHIBIT A

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 89° 31' 00" WEST, A DISTANCE OF 247.69 FEET; THENCE SOUTH 00° 28' 43" WEST, A DISTANCE OF 14.53 FEET TO A 6X6 CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; THENCE SOUTH 04° 35' 00" EAST, A DISTANCE OF 616.39 FEET TO A 5/8" REBAR; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 195.30 FEET TO A 5/8" REBAR; THENCE NORTH 0° 17' 47" EAST, A DISTANCE OF 555.95 FEET TO A 5/8" REBAR AND THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 85 AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 597.19 FEET, A CENTRAL ANGLE OF 24° 34' 52", AND A CHORD OF 254.25 FEET BEARING NORTH 76° 42' 14" WEST; THENCE WEST ALONG SAID CURVE, A DISTANCE OF 256.21 FEET TO A CONCRETE RIGHT OF WAY MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 3.0 ACRES, MORE OR LESS.



JACK R. WALLIS



SHELIA GAIL WALLIS