

616004089



20080925000380580 1/4 \$220.70  
Shelby Cnty Judge of Probate, AL  
09/25/2008 02:30:15PM FILED/CERT

AFTER RECORDING PLEASE RETURN TO:  
ABN AMRO MORTGAGE GROUP  
7159 Corklan Drive  
Jacksonville, FL 32258

ABN AMRO LOAN #:0616004089 FHLMC #719697397  
THIS DOCUMENT WAS PREPARED BY: BRANDY BEATON

**ASSUMPTION LOAN MODIFICATION AGREEMENT**

*This Loan Modification Agreement ("Modification") Dated the 14<sup>th</sup> day of **June 2007**, between **Julie T. Butler** ("Borrower") and ABN AMRO Mortgage Group, INC ("Lender"), amends and supplements (1) the Note "Note") made by **Walter Butler, A Married Man, and Wife Julie T. Butler**, in the original principal sum of U.S. \$121,00.00 dated **July 13,2001** and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated **July 13,2001 Recorded on July 26,2001 Instr #2001-31169** in the Official Records **Shelby County**, State of **AL**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **328 Chase Plantation, Birmingham, AL 35244** the real property being described as follows:*

**THE PROPERTY AS DESCRIBED IN THE MORTGAGE REFERRED TO HEREIN ABOVE**

*The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument*





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*Modification Page 2*

1. *The Borrower represents that the Borrower is the occupant of the Property.*
2. *The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$17,540.72 has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **June 01, 2007**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$133,737.36*
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 the yearly rate of 8.375%, beginning **June 01, 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. \$967.72 beginning on the 1<sup>st</sup> day of **July, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2047** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.*
4. *It is understood and agree that while **Julie T. Butler** was not an original borrower and has not executed the Note and Security Instrument for this loan, **Julie T. Butler** is hereby assuming all obligations of an original borrowers as provided in said Note and Security Instrument and shall be personally bound to all of said obligations as modified hereby as if he/she had executed said documents originally and all Borrowers acknowledge that there are no defenses or offsets to the Note and Security Instrument to which Borrowers would be entitled as of the date hereof and the Security Instrument is a valid first lien upon said Property or its equivalent. Further, the Borrowers agree that all rights and obligations hereunder shall extend to and be binding on their respective heirs, executors, administrators, successors and assigns.*
5. *Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.*
6. *If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.*

   1-4 Family Rider - Assignment of Rent

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND  
OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]



Modification Agreement  
Signature Page 3

Witness By:

Signature

Print

Signature

Print

Julie T. Butler

Date

7-12-07

Michael W. Hunter

Tammy Halcomb

Tammy Halcomb

State of Alabama  
County of Jefferson

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup> day of July

2007 by Julie T. Butler (Signor's Name Only)

residing at 328 Chase Plantation Cir. Birmingham, AL 35244

and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence ( ) to be the person(s) as stated above and who did/did not take an oath.

Notary Public Signature: Marcia Forrester Hicks

Notary Public: Print Name Marcia Forrester Hicks exp date Feb. 2, 2011

DO NOT WRITE BELOW THIS LINE

LENDER:

Date 10-23-07

Witness

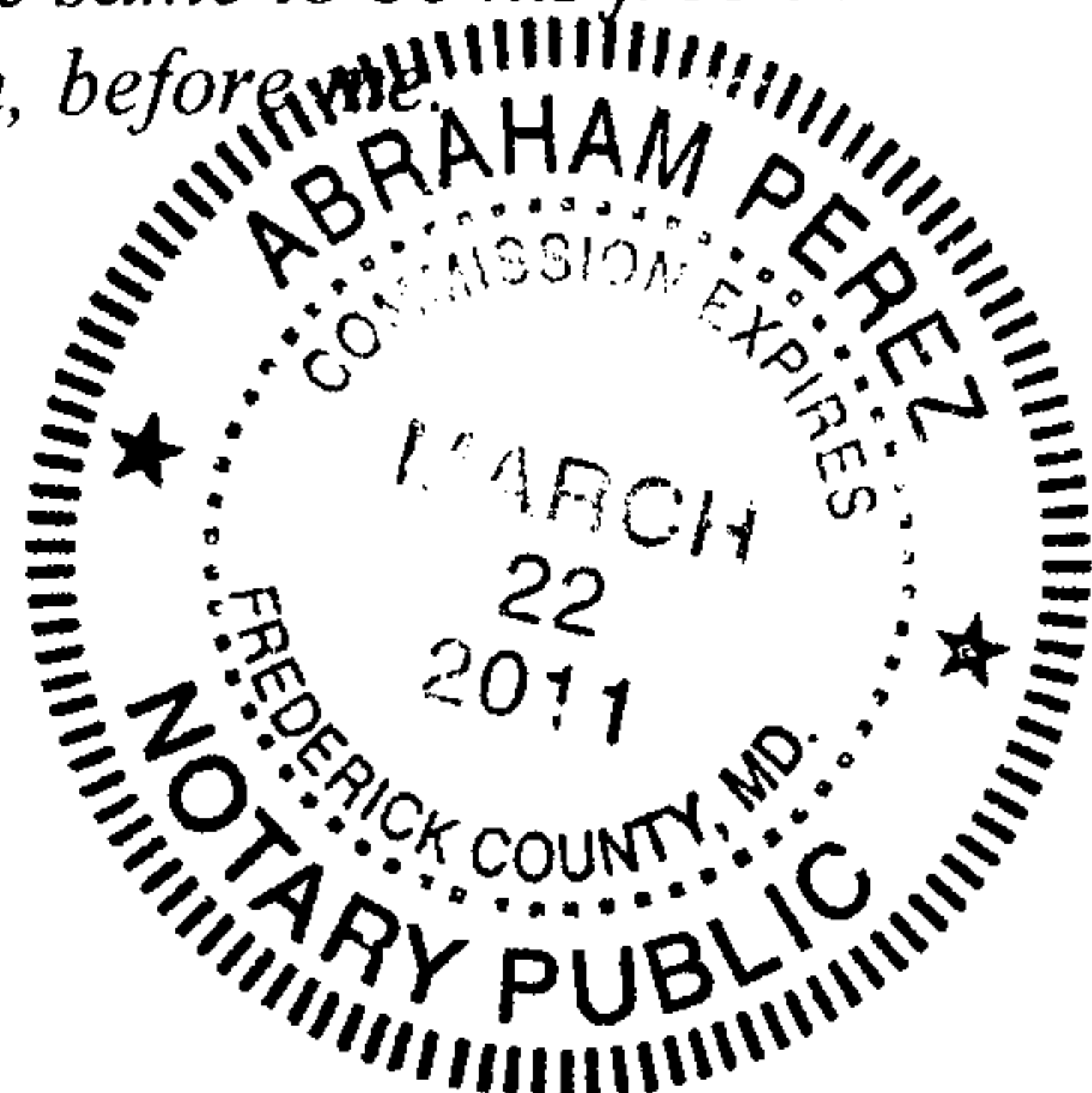
Witness

State of Florida

County of Duval

On this 23<sup>rd</sup> day of Oct, 2007 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage Group, INC Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me

Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 2, 2011  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

ABN AMRO Mortgage Group, INC.

Paula Webb, Vice President

Stacey Andrew

SEAL

NEW YORK

*Modification Due on Transfer Rider*

*This Modification Due on Transfer Rider, effective the 01st day of **June, 2007**, is incorporated into an shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Julie T. Butler** (the "Borrower") at ABN AMRO Mortgage Group, INC (the "Lender") covering the property described in the Loan Modification Agreement located at: **328 Chase Plantation, Birmingham, AL 35244**.*

*In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:*

- A. *Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:*

*Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.*

*If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty 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.*

- B. *Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.*

7-12-07  
Date

7-12-07

Julie T. Butler  
Julie T. Butler  
Julie T. Butler