

20090116000014820 1/6 \$524.00  
Shelby Cnty Judge of Probate, AL  
01/16/2009 11:35:37AM FILED/CERT

\_\_\_\_\_  
Space Above This Line For Recording Data \_\_\_\_\_

STATE OF ALABAMA ) **MORTGAGE MODIFICATION AGREEMENT**  
COUNTY OF SHELBY ) **AMENDMENT TO NOTE AND SECURITY INSTRUMENT**  
(Loan Program Change)

Prepared By: **WACHOVIA MORTGAGE, FSB**

Return To:

**WACHOVIA MORTGAGE, FSB**  
**1100 CORPORATE CENTER DRIVE**  
**RALEIGH, NC 27607-5066**

Lenders Loan Number: **3866384**

MIN: **100648700038663846**

MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT ("Agreement") is made this 12th day of January,  
2009, by and between PAMELA D ROMAN  
RONALD ROMAN WIFE AND HUSBAND

("Borrower") and WACHOVIA MORTGAGE, FSB, successor in interest to  
Wachovia Mortgage Corporation ("Lender")  
whose address is 1100 CORPORATE CENTER DRIVE, RALEIGH, NC 27607-5066 and  
Mortgage Electronic Registration Systems, Inc. whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee" or  
"Beneficiary") and \_\_\_\_\_

\_\_\_\_\_  
"Trustee") whose address is \_\_\_\_\_

**RECITALS:**

A. Lender is the owner and holder of that certain Promissory Note ("Note") dated May 22 2008, in the  
original amount of \$ 340,000.00, plus an Addendum to the Note and Construction Loan Agreement of  
the same date, secured by a Mortgage/Deed of Trust ("Security Instrument") which encumbers property located at  
5116 MEADOWBROOK RD BIRMINGHAM, AL 35242 and which property  
is more particularly described in said Security Instrument which incorporates a Construction/Permanent Rider of the same  
date, granted or assigned to MERS solely as a nominee for Lender and Lender's successors and assigns, recorded on  
May 30 2008 in Official Records/Deed Book 20080530000219220, Page \_\_\_\_\_, Public Records  
of SHELBY County.

B. Borrower has requested Lender to modify the Note and Security Instrument, and the parties have mutually agreed to  
modify the terms as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and other valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **LOAN AMOUNT.** The unpaid principal balance of the Note is \$ 332,000.00 and that interest has been paid through the date of this Agreement.

2. **AMENDMENTS TO THE NOTE.** The terms and provisions of the Note are amended and modified as follows:

(a) Paragraph 2 of the NOTE is amended as follows:

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.500 % from January 12, 2009.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6 (B) of this Note.

(b) Paragraphs 3(A) and 3(B) of the Note are amended as follows:

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on March 1, 2009. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 1, 2039, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

**(B) Amount of Monthly Payments**

My monthly payments will be in the amount of U.S. \$ 1,885.06.

(c) The Construction/Permanent Addendum to the Note is null and void as of the date of this Agreement and is no longer in effect.

3. **AMENDMENTS TO THE SECURITY INSTRUMENT.** The terms and provisions of the Security Instrument are amended and modified as follows:

☒ (a) The unpaid principal balance of the Note that is secured by the Security Instrument is [ ☐ increased / ☒ decreased ] to Three Hundred Thirty Two Thousand and no/100 Dollars (\$ 332,000.00).

☒ (b) The outstanding balance of the debt, if any remaining, evidenced by Borrower's Note dated the same date as the Security Instrument, if not paid earlier, shall be due and payable on February 1, 2039.

☒ (c) The Construction/Permanent Rider to the Security Instrument is null and void as of the date of this Agreement and is no longer in effect.

4. **CONSTRUCTION LOAN AGREEMENT OF NO FORCE AND EFFECT.** The original provisions of the Note and related Construction Loan Agreement provide for the payment of interest only during the Construction Phase of the loan and construction and completion of improvements on the security property. Borrower and Lender agree that the Construction Phase is now complete and that all construction draws and loan proceeds have been disbursed to the Borrower in accordance with the terms of the Note. Borrower further acknowledges Lender's compliance with all terms, conditions and obligations of the Construction Loan Agreement and other loan documents during the Construction Phase and hereby releases Lender and any subsequent assignee or note holder of all liability thereunder.

Payments of principal and interest shall be due and payable as outlined in the Note, as amended by this Modification



Agreement. The Construction Loan Agreement shall be null and void as of the date of this Agreement.

5. **NO RELEASE.** Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of Note and Security Instrument which are not inconsistent herewith. **This Agreement shall not constitute a novation.**

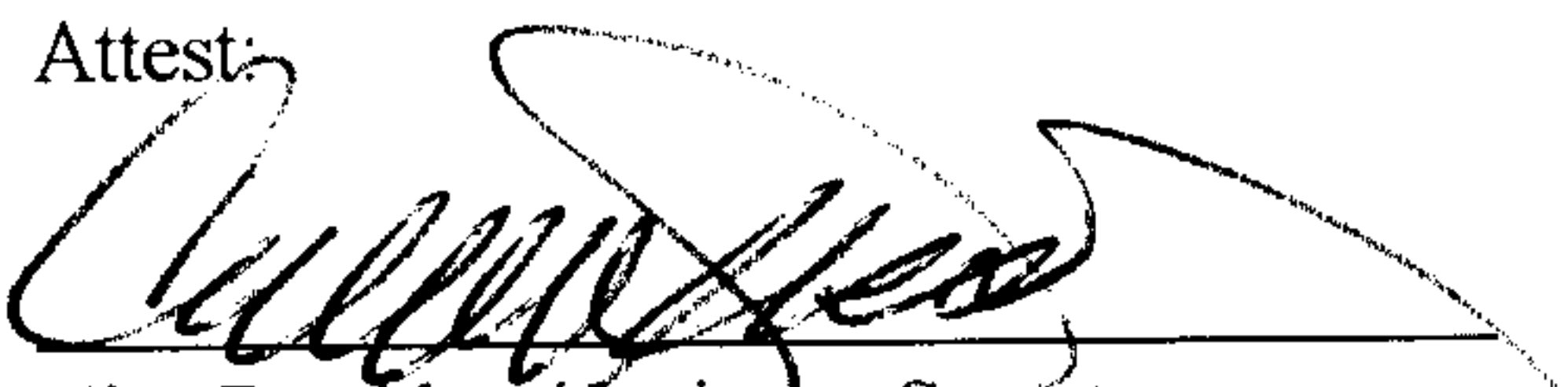
6. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the parties hereto the day and year first above written.

WITNESSES:


\_\_\_\_\_  
\_\_\_\_\_

Attest:


  
Vice President/Assistant Secretary  
(SEAL)

BORROWERS:


Pamela D. Roman (SEAL)  
**PAMELA D. ROMAN**

 (SEAL)  
**RONALD ROMAN**

LENDER: **WACHOVIA MORTGAGE, FSB**  
**successor in interest to Wachovia Mortgage Corporation**

By:   
Vice President/Assistant Secretary

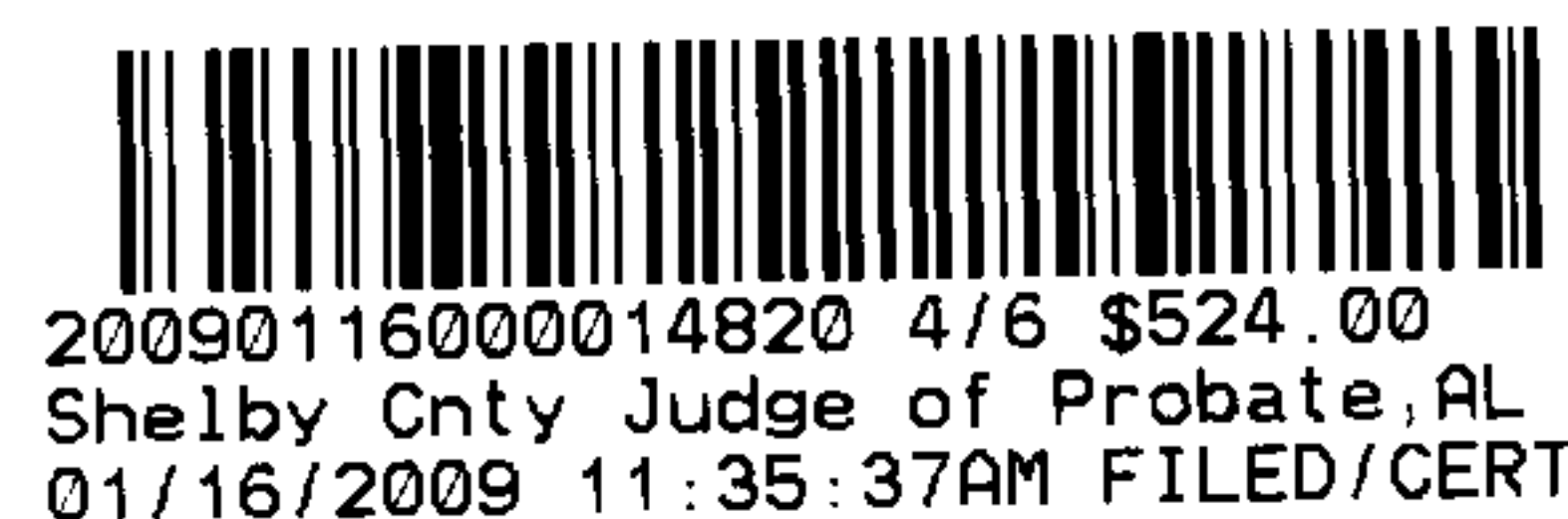
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Vice President/Assistant Secretary

TRUSTEE: \_\_\_\_\_

\_\_\_\_\_  
Vice President/Assistant Secretary  
(SEAL)

By: \_\_\_\_\_  
Vice President/Assistant Secretary



ACKNOWLEDGMENTS

State Alabama OF

COUNTY OF Jefferson

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 12<sup>th</sup> day of January, 2009 by, Pamela D. Roman and Ronald Roman, the Borrower(s) named above. S/he/they is (are) personally known to me or has (have) produced satisfactory proof of his/her/their identity.

Signature of Person Administering Oath:

Amy L. Burge

Printed Name of Person Administering Oath:

Amy L. Burge

Title: Notary Public

(If Applicable) My Commission Expires: 8/2/2009



STATE FLORIDA OF

COUNTY OF DUVAL

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 12<sup>th</sup> day of January, 2009 by, SHERI WHINERY as ASSISTANT VICE PRESIDENT of said Lender named above, on behalf of the Lender pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Michelle Smith

Printed Name of Person Administering Oath:

Michelle Smith

Title: Notary

(If Applicable) My Commission Expires: 6/29/2012





20090116000014820 5/6 \$524.00  
Shelby Cnty Judge of Probate, AL  
01/16/2009 11:35:37AM FILED/CERT

STATE \_\_\_\_\_ OF FLORIDA

COUNTY OF DUVAL

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 12th day of January, 2009, by SHERY WHINERY, as ASSISTANT VICE PRESIDENT of Mortgage Electronic Registration Systems, Inc., on behalf of the Mortgage Electronic Registration Systems, Inc. pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Michelle Smith

Printed Name of Person Administering Oath:

Michelle Smith

Title: Notary

(If Applicable) My Commission Expires: 6/29/2012



\_\_\_\_\_ OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Mortgage Modification Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of said Trustee named above, on behalf of the Trustee pursuant to authority granted by Trustee's board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath:

Printed Name of Person Administering Oath:

Title: \_\_\_\_\_

(If Applicable) My Commission Expires: \_\_\_\_\_

20090116000014820 6/6 \$524.00  
Shelby Cnty Judge of Probate, AL  
01/16/2009 11:35:37AM FILED/CERT

EXHIBIT A

LOT 11, ACCORDING TO THE SURVEY OF MEADOW BROOK, 8TH  
SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 9, PAGE 63 IN  
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,  
ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,  
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS,  
TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 5116 MEADOWBROOK RD; BIRMINGHAM, AL 35242 TAX  
MAP OR PARCEL ID NO.: 10-1-12-0-001-001.069

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY