



20090427000152980 1/4 \$195.95
Shelby Cnty Judge of Probate, AL
04/27/2009 01:16:42 PM FILED/CERT

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

21028616

-----[Space Above This Line For Recording Data]-----

Prepared By:

When Recorded Return To:

Chase Home Finance LLC
3415 Vision Drive
Columbus, OH 43219-6009
Attn: Balloon Department: DS

FHLMC Loan Number 919529291

CHF Loan Number 1934074925

Prepared By:

Debra Smith
Debra Smith, Balloon Loan Representative

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE
ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made **March 5, 2009**, between **Russell A. Williams, An Unmarried Man** ("Borrower"), and **Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **April 5, 2004**, securing the original principal sum of **U.S. \$130,300.00**, and recorded on **April 14, 2004**, as **Instrument Number 20040414000194030**, in the Official Records of **Shelby County, Alabama** and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at **1122 Eagle Drive, Maylene, Alabama 35114**, the real property described being set forth as follows:

**LOT 589, ACCORDING TO THE SURVEY OF LAKE FOREST, FIFTH SECTOR, AS RECORDED IN
MAP BOOK 30, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

Parcel #232090006028000

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **April 1, 2009**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is **U.S. \$117,282.17**.
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 **5.00%**, beginning **April 1, 2009**. The Borrower promises to make monthly payments of principal and interest of **U. S. \$ 685.62** beginning on the **1st** day of **May 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2034**, (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 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, 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 Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
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 will comply with, all of the terms and provisions thereof, as amended by this Modification.

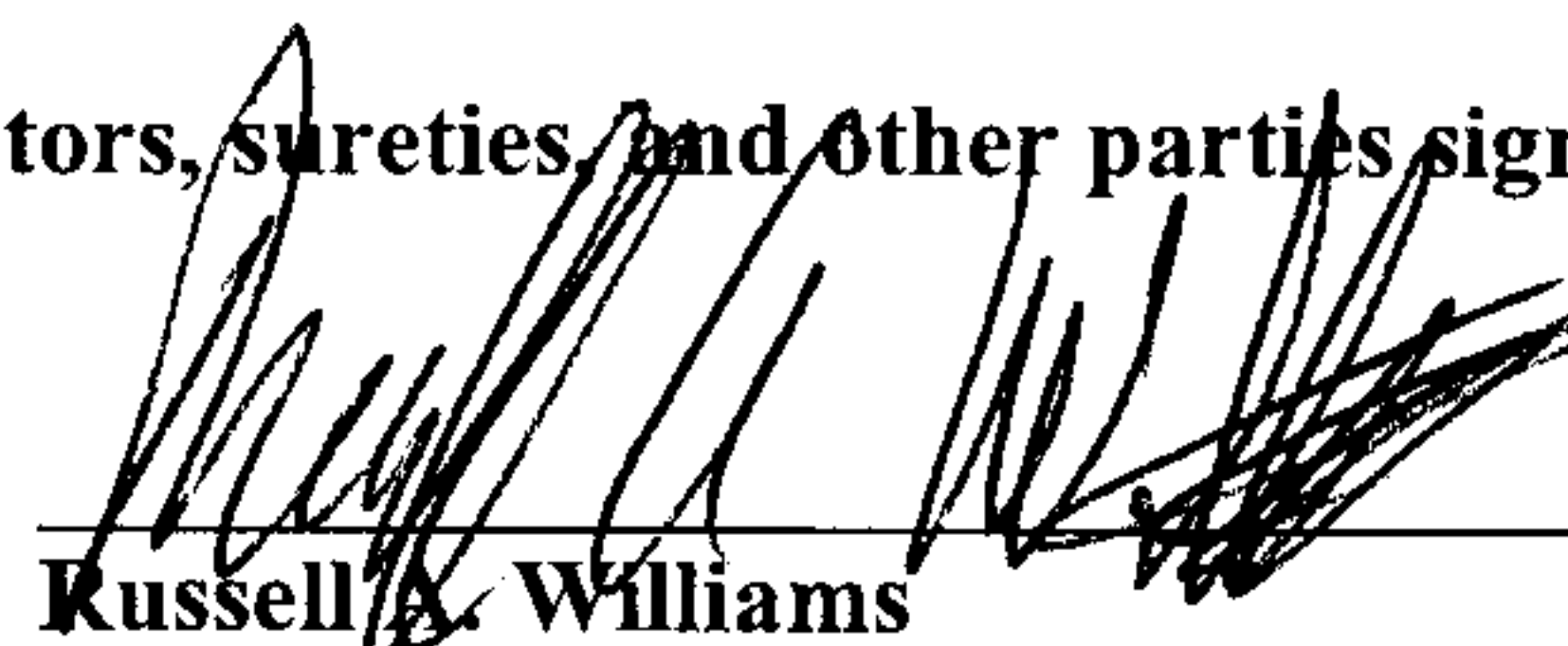
[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note]


(WITNESS SIGNATURE)

Kelli A. Peek
Witness Name (Printed/Typed)


(WITNESS SIGNATURE)

RODERICK VASSAR
Witness Name (Printed/Typed)


Russell Williams (SEAL)
-BORROWER

-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

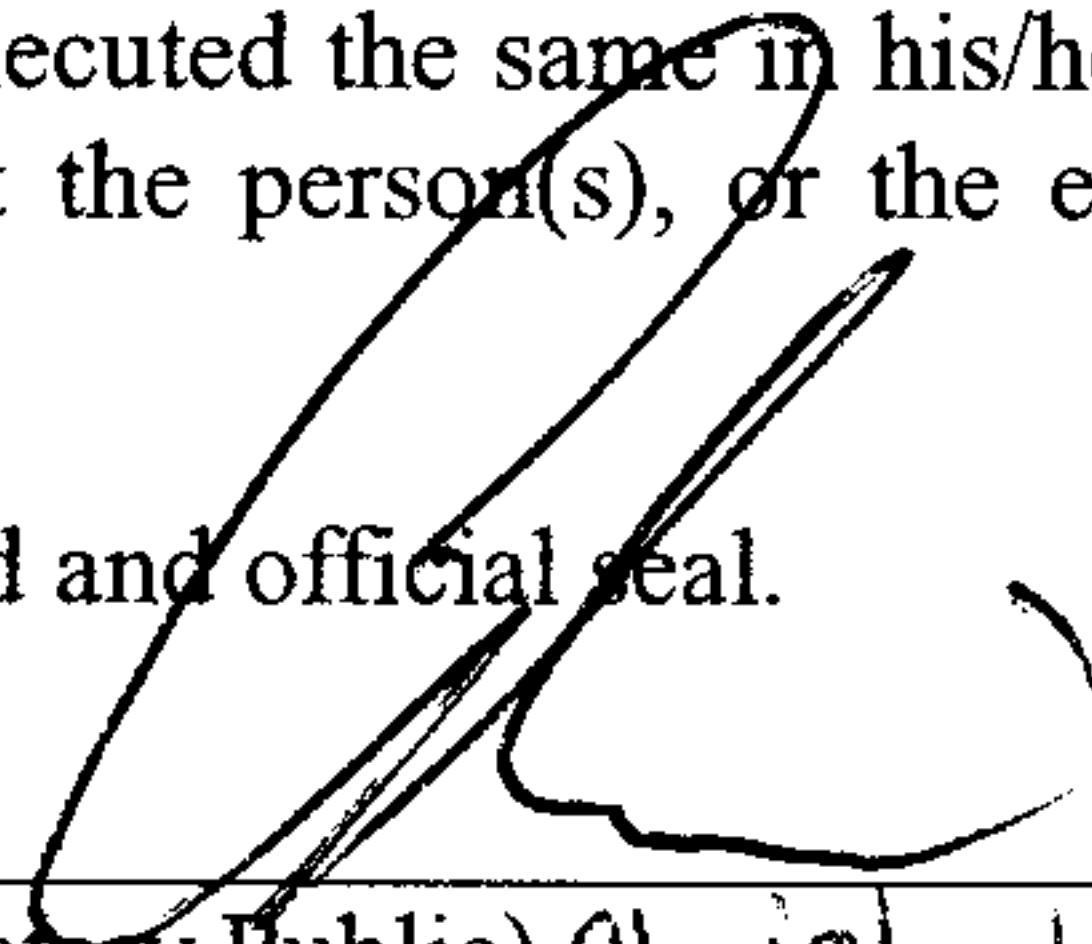
(Individual Acknowledgment)

State of ALABAMA
County of SHELBY ss:

On this the 26th day of March, 2009 before me a Notary Public, personally appeared Russell A. Williams

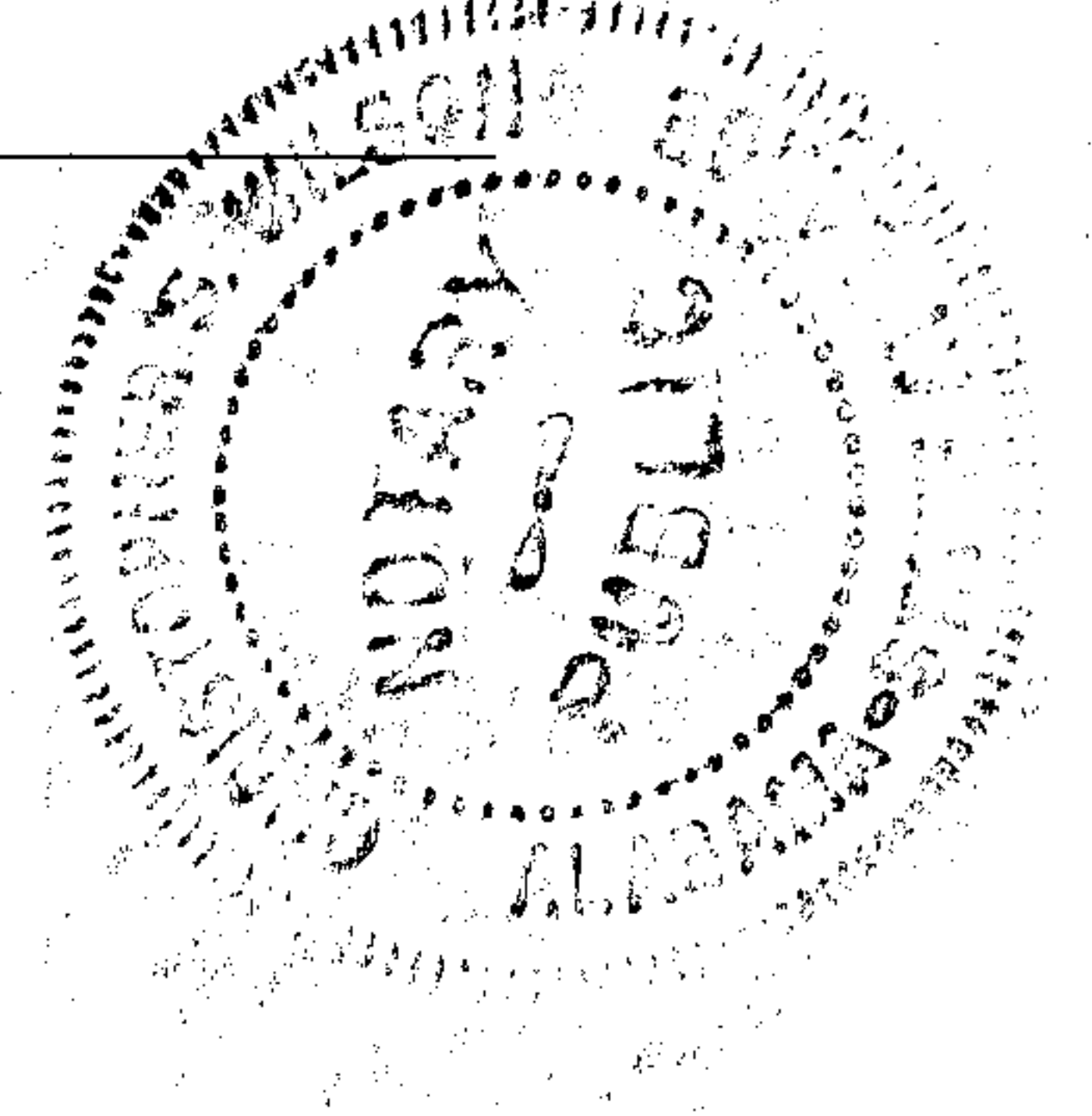
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


(Notary Public) Christopher S. Wilson

My Commission expires: 1/18/2012

(Seal)



CHF Loan Number 1934074925

Chase Home Finance LLC

By:

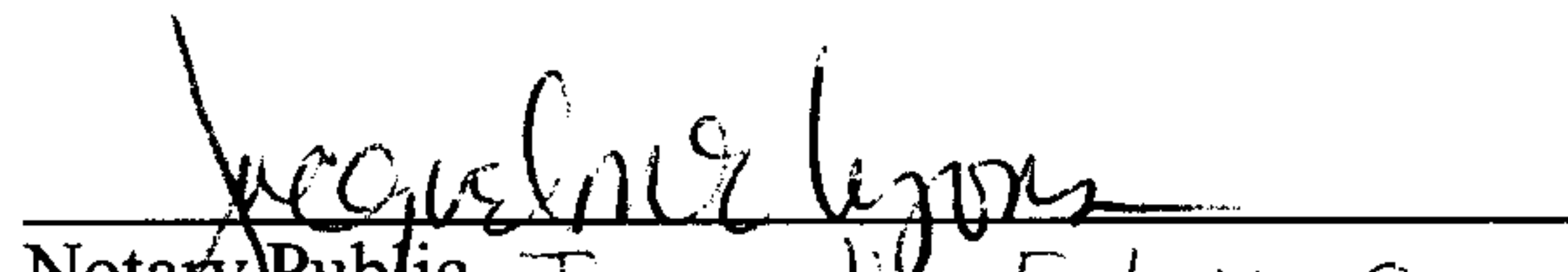

Patricia E. Sexton, Assistant Secretary


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State of Ohio }
 }
County of Franklin }

This instrument was acknowledged before me this 27th day of March 2009, by Patricia E. Sexton, Assistant Secretary of Chase Home Finance LLC, on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.


Notary Public Jacquelin E Lyons


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Shelby Cnty Judge of Probate, AL
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JACQUELINE E. LYONS
Notary Public, State of Ohio
My Commission Expires Nov. 24, 2013