

20091020000394660 1/5 \$279.20
Shelby Cnty Judge of Probate, AL
10/20/2009 11:55:38 AM FILED/CERT

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

21178241

[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 336332130
CHF Loan Number 1934049214

Prepared By:

Debra Smith
Debra Smith, Balloon Loan Representative

BALLOON LOAN MODIFICATION

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

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**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"), entered into effective as of **September 1, 2009**, between **Ricky G. Dobson and Wife, Michele R. Dobson**, ("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 **August 29, 2002**, securing the original principal sum of U.S. **\$192,850.00**, and recorded on **September 9, 2002**, as **Instrument Number 20020909000429960**, 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 **305 Shallow Creek Road, Wilsonville, Alabama 35186**, the real property described being set forth as follows:

Legal Description Attached Hereto and Made A Part Hereof

Parcel #162100000010000

To evidence the election by the Borrower of the Conditional Right to Refinance 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 **September 1, 2009**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$170,709.88**.
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 **5.50%**, beginning **September 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U. S. \$ **1,091.33** beginning on the **1st** day of **October 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2032**, (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 Note and Security Instrument.]

Deborah H. Duncan
(WITNESS SIGNATURE)

Deborah H. Duncan
Witness Name (Printed/Typed)

Ricky G. Dobson (SEAL)
-BORROWER
Ricky G. Dobson

The following individual is signing this Balloon Loan Modification only to grant and convey that individual's interest in the Property under the terms of the Balloon Loan Modification, and is not personally liable on the Note.

Deborah H. Duncan
(WITNESS SIGNATURE)

Michele R. Dobson (SEAL)
-BORROWER
Michele R. Dobson

Deborah H. Duncan
Witness Name (Printed/Typed)

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

(Individual Acknowledgment)

State of Alabama
County of Shelby ss:

On this the 21st day of September 2009, before me a Notary Public, personally appeared Ricky Dobson and Michele Dobson

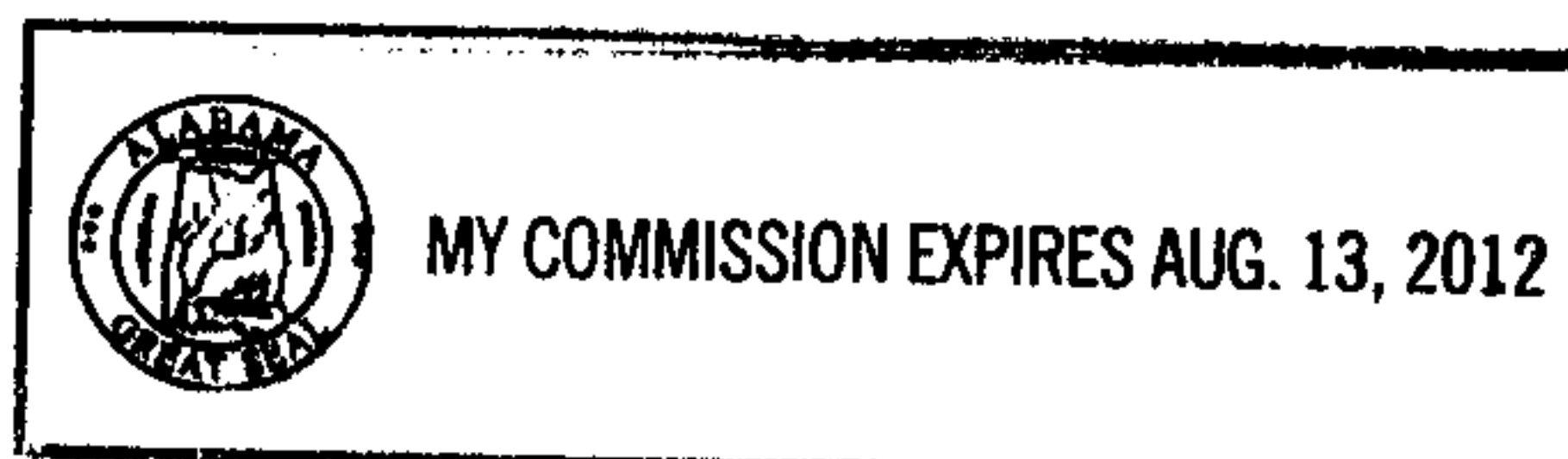
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity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

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

Betha Matsen
(Notary Public)

My Commission expires:

(Seal)



CHF Loan Number 1934049214

Chase Home Finance LLC

By:




Connie B. Rigby, Assistant Vice President

-----Space Below This Line For Acknowledgment-----

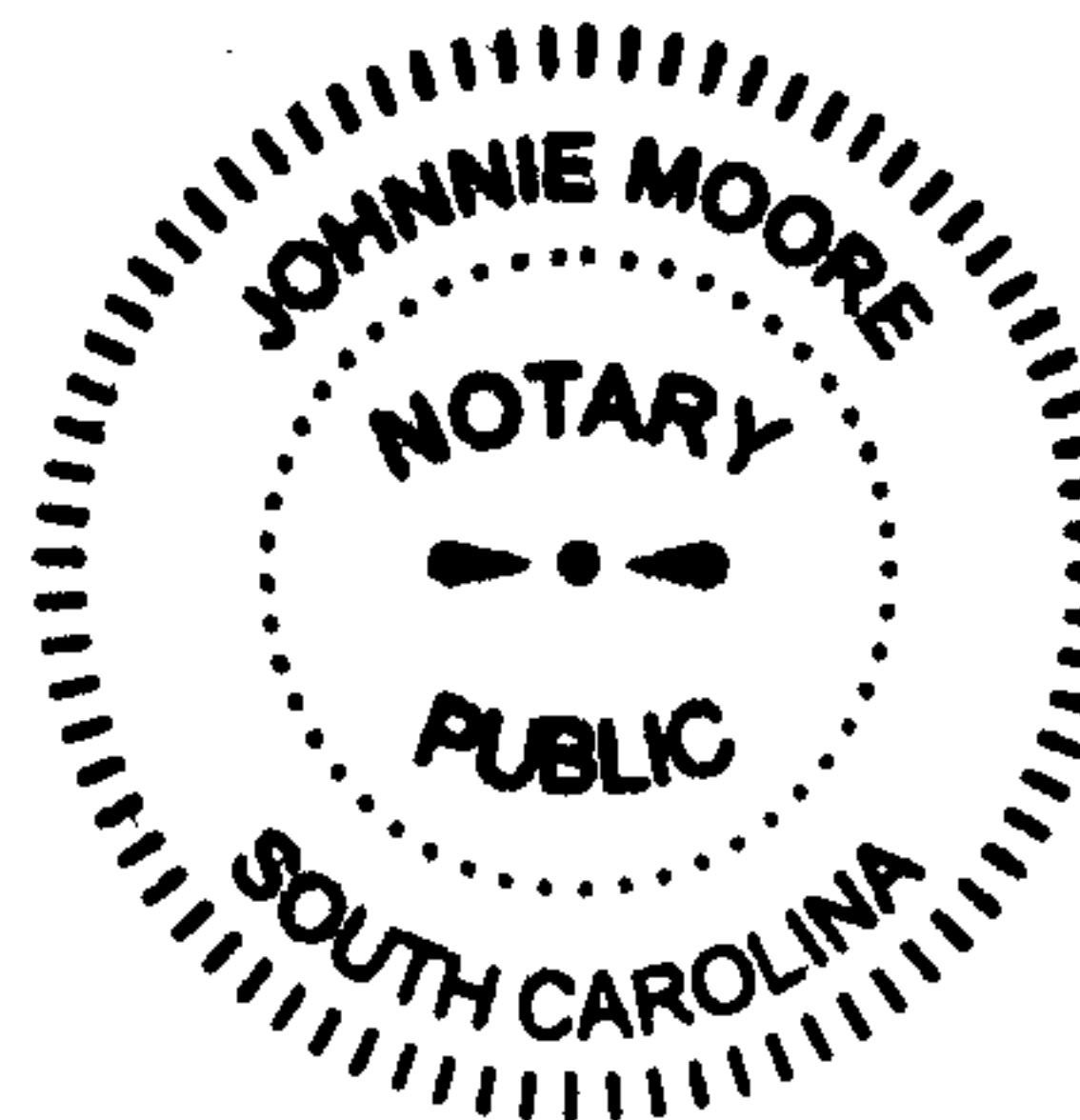
State of South Carolina }
 }
County of Florence }

This instrument was acknowledged before me this 8Th day of CTOBER 2009, by Connie B. Rigby, Assistant Vice President of Chase Home Finance LLC, on behalf of same.

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



Notary Public





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EXHIBIT "A"
LEGAL DESCRIPTION

The West Half of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 10, Township 20 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land situated in the NE¼ of the SW¼ of Section 10, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said NE¼ of the SW¼ of said Section 10 and run in a Northerly direction along the West line thereof for a distance of 333.18 feet, according to a survey of Evander E. Peavy dated March 7, 1987, to an iron pin found; thence turn an angle to the right of 89 degrees 54 minutes 44 seconds and leaving said West line, run in an Easterly direction for a distance of 541.18 feet to an iron pin set, said point the point of beginning. From said point of beginning, continue along the last described course for a distance of 123.79 feet to an iron pin set; thence turn an angle to the left of 119 degrees 20 minutes 29 seconds and run in a Northwesterly direction for a distance of 198.44 feet to an iron pin set; thence turn an angle to the right of 67 degrees 56 minutes 38 seconds and run in a Northeasterly direction for a distance of 98.45 feet to an iron pin set on the edge of a pond; thence turn an angle to the left of 64 degrees 56 minutes 45 seconds and run in a Northwesterly direction for a distance of 90.30 feet to a point lying in said pond; thence turn an angle to the left of 63 degrees 38 minutes 39 seconds and run in a Westerly direction for a distance of 340.00 feet to an iron pin set; thence turn an angle to the left of 131 degrees 26 minutes 49 seconds and run in a Southeasterly direction for a distance of 441.40 feet to the point of beginning of the herein described parcel of land.



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