

20091130000440310 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/30/2009 03:45:51 PM FILED/CERT

After Recording Return To:
RUTH RUHL, P.C.
[Company Name]
Attn: Recording Department
[Name of Natural Person]
2305 Ridge Road, Suite 106
[Street Address]
Rockwall, Texas 75087
[City, State, Zip]

This Document Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Saxon Imaged

MAY 14 09

[Space Above This Line For Recording Data]

Loan No.: 2000347861

MERS No.: 100080190044267870

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

(Providing for a Balloon Payment on the Maturity Date)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THIS LOAN AND ALL UNPAID INTEREST AND ANY OTHER AMOUNTS THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER WITH WHOM YOU HAVE THIS LOAN, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification Agreement ("Agreement"), effective this 25th day of February, 2008, between Tia M. Edwards and Morris Edwards, husband and wife
(**"Borrower"**)
and JPMorgan Chase Bank, as Trustee for the NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2 by: Saxon Mortgage Services, Inc. its attorney-in-fact
(**"Lender"**),
and Mortgage Electronic Registration Systems, Inc. (**"Mortgagee"**),

Loan No.: 2000347861

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 9th, 2005, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on May 27, 2005, in Mortgage Book N/A, Page N/A, Instrument No. 20050527000258110, Official Records of Shelby County, Alabama, and (2) the Note and any riders thereto made by Borrower to NovaStar Mortgage, inc., A Virginia Corporation ("Original Lender") in the amount of U.S. \$211,500.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 109 Tintern Abbey, Alabaster, Alabama 35007

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the agreements herein, and other good and valuable consideration, Saxon, on behalf of and as duly authorized agent of Note Holder, and Borrower 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):

1. **Advances by Saxon Mortgage Services, Inc. ("Saxon").** As of March 1st, 2008, Borrower acknowledges that the existing principal balance payable under the Note and Security Instrument is/was \$ 209,653.54 (the "Unpaid Principal Balance") which accrued interest at a yearly rate of 8.000 %.
2. **Interest Rate.** 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 an annual interest rate which will adjust, and Borrower will pay monthly payments of principal and interest in U.S. dollars (which does not include any required escrow amounts), in accordance with the following schedule:

INTEREST RATE	INTEREST RATE CHANGE DATE	PAYMENT DUE DATE	MONTHLY PRINCIPAL & INTEREST PAYMENT
8.000%	03/01/2008	04/01/2008	\$1,578.63
9.900%	03/01/2010	04/01/2010	\$1,854.90

THE MONTHLY PRINCIPAL AND INTEREST PAYMENT WILL REMAIN \$ 1,854.90 UNTIL THE LOAN IS PAID IN FULL.

Loan No.: 2000347861

3. **Maturity Date.** The Borrower promises to make monthly payments of principal and interest under the terms herein until Principal and Interest are paid in full. If on May 1st, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at Saxon Mortgage Services, Inc., 4708 Mercantile Drive North, Fort Worth, Texas 76137 or at such other place as the Lender may require.
4. **Balloon Payment:** The Borrower acknowledges that interest has accrued but has not been paid and Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest under the Note and the Security Instrument, and that such interest, taxes, insurance premiums and other expenses in the total amount of \$ 8,793.30 (collectively, the "Balloon Amount") will be due and payable on the Maturity Date or upon payment-in-full of all sums evidenced by the Note and this Modification and secured by the Security Instrument and this Modification, whichever first occurs. The Balloon Amount shall not bear interest if paid on the Maturity Date or if the Loan is paid in full prior to the Maturity Date. The Balloon Amount may not be paid separately prior to the Maturity Date. However, if the Borrower defaults hereunder and fails to pay the Balloon Payment on the Maturity Date, then any such unpaid amount shall bear interest, if permitted by applicable law, at the interest rate borne by the Note from such date up to, but not including, the date full payment of the Balloon Payment is made.
5. **Covenants and Agreements of Borrower.** Except as otherwise modified herein, 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. As further inducement to Saxon to enter into this Agreement, Borrower represents and warrants, that since the date of the Note: (a) Borrower has incurred no material adverse change in financial position; (b) Borrower has experienced no changes in employment (other than as have fully disclosed to Saxon) and no changes to the occupancy status of the Property have occurred; and (c) there have been no changes in ownership to the Property; nor have any disputes arisen as to ownership of the Property, or the survey boundaries thereof. Borrower covenants to execute promptly any and all additional and corrected documents as may reasonably be required to carry out the intent of this Agreement.
6. **No Release or Satisfaction.** 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. Except as otherwise specifically provided in this Agreement, 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 Agreement. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Note and Security Instrument.
7. **Borrower's Failure to Perform.** In the event Borrower fails to perform according to the terms of this Agreement at any time during the first 90 days from the effective date hereof, the modified terms will revert to the terms in effect prior to this Agreement, and any funds received from the borrower will be credited towards the full reimbursement amount, or will be applied as an offset to the total amount of Borrower's debt in the event of foreclosure. Borrower hereby grants Saxon Power of Attorney for the limited purpose of executing on behalf of Borrower and recording any instruments necessary to cause this Agreement to be void in the event Borrower fails to perform according to the terms contained herein.



20091130000440310 4/6 \$27.00
 Shelby Cnty Judge of Probate, AL
 11/30/2009 03:45:51 PM FILED/CERT

Loan No.: 2000347861

3/14/08
 Date

Tia M. Edwards (Seal)
 Tia M. Edwards -Borrower

3/14/08
 Date

Morris Edwards (Seal)
 Morris Edwards -Borrower

 Date

 (Seal)
 -Borrower

 Date

 (Seal)
 -Borrower

BORROWER ACKNOWLEDGMENT

State of Alabama §
 County of Shelby §

I, Sharon Anderson, Notary Public [name and style of officer],
 hereby certify that Tia M. Edwards and Morris Edwards

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day
 that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears
 date.

Given under my hand this 14 day of Mar, A.D. 2008.

(Seal)

Sharon Anderson
 Printed/Typed Name: Sharon Anderson
Notary Sharon Anderson
 Public
 Style of Officer
My Commission Expires Feb. 22, 2011
 My Commission Expires: _____



20091130000440310 5/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/30/2009 03:45:51 PM FILED/CERT

Loan No.: 2000347861

3-30-2008

-Date

3-30-2008

-Date

JPMorgan Chase Bank, as Trustee for the
NovaStar Home Equity Loan Asset-Backed -Lender
Certificates, Series 2005-2 by: Saxon
Mortgage Services, Inc. its attorney-in-fact

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: [Signature]

Printed/Typed Name: Treana Higginbotham

Its: Vice President, Loss Mitigation

By: [Signature]

Printed/Typed Name: Larry Urbanovsky
Larry Urbanovsky

Its: Assistant Secretary

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §

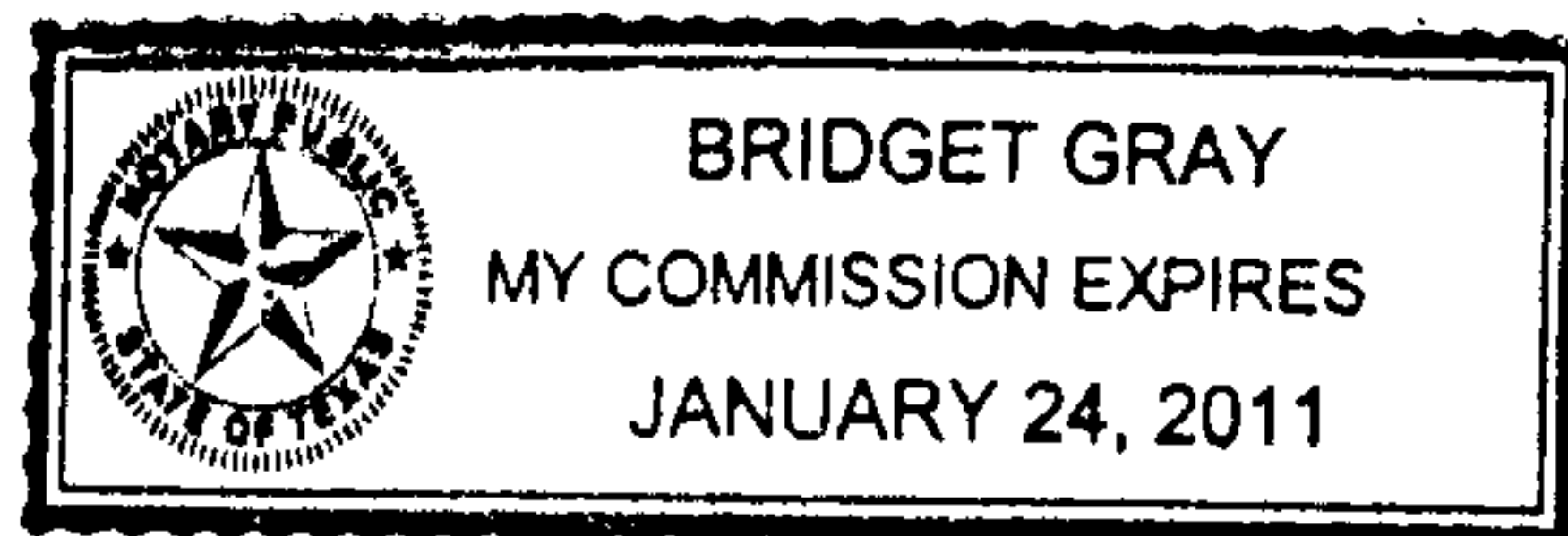
County of Tarrant §

I Bridget Gray, a Notary Public in and for said County in said
State, hereby certify that Treana Higginbotham whose name as Vice President, Loss Mitigation
of JPMorgan Chase Bank, as Trustee for the NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2
by: Saxon Mortgage Services, Inc. its attorney-in-fact

and Larry Urbanovsky, Assistant Secretary of Mortgage Electronic Registration
Systems, Inc., Mortgagee, is signed to the foregoing conveyance and who is known to me, acknowledged before me
on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority,
executed the same voluntarily for and as the act of said entity.

Given under my hand this the 30 day of March, 2008.

(Seal)



[Signature]

Printed/Typed Name: Bridget Gray
Bridget Gray

Notary Public

Style of Officer

My Commission Expires: 1-24-2011

Loan No.: 2000347861

EXHIBIT "A"


20091130000440310 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
11/30/2009 03:45:51 PM FILED/CERT

LOT 29, ACCORDING TO THE SURVEY OF WEATHERLY, GLEN ABBEY, SECTOR 12, AS RECORDED IN
MAP BOOK 18, PAGE 128, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.