



20100809000253910 1/5 \$219.60
Shelby Cnty Judge of Probate, AL
08/09/2010 12:24:22 PM FILED/CERT

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Prepared By
~~When Recorded Return To:~~
Chase Home Finance LLC
2210 Enterprise Drive
SC1 - 2030 - Attn 465 Balloons
Florence, SC 29501

110 325 45-02R
FHLMC Loan Number 903680556
CHF Loan Number 1934090116

Prepared By:

Terrie Anthony
Terrie Anthony, Special Loans Representative

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

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 May 1, 2010, between ALBERT L. WEBER and BEN CHENAULT SR, A MARRIED 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 May 1, 2003, securing the original principal sum \$150,400.00 and recorded on May 15, 2003 as DOCUMENT NUMBER 20030515000302820, in the Official Records of SHELBY County, ALABAMA and (2) the Balloon Note bearing the same date as, and secured by, the

sum **\$150,400.00** and recorded on **May 15, 2003** as **DOCUMENT NUMBER 20030515000302820**, 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 **105 OAKLYN HILLS DRIVE, CHELSEA, ALABAMA 35043**, the real property described being set forth as follows:

Legal Description Attached Hereto And Made A Part Hereof

Parcel Number 141013002015000

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 **May 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is **U.S. \$ 130,356.71**.
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 **5.375%**, beginning **May 1, 2010**. The Borrower promises to make monthly payments of principal and interest of **U. S. \$751.24** beginning on the 1 day of **June 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2038**, (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]

Marilyn H. Weber
(WITNESS SIGNATURE)
MARILYN H. WEBER

Witness Name (Printed/Typed)

Albert L. Weber (SEAL)
BORROWER
ALBERT L. WEBER

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.

Marilyn H. Weber
(WITNESS SIGNATURE)
MARILYN H. WEBER

Witness Name (Printed/Typed)

Ben Chenault Sr CO-BORROWER
BEN CHENAULT SR

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

(Individual Acknowledgment)

State of Alabama
County of Jefferson ss:


On this the 20th day of July, 2010, before me a Notary
Public, personally appeared Albert L Weber and Ben Chenault Sr
A MARRIED MAN kn
own 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.

Amy Lea Logan
(Notary Public)

My Commission expires: 4-15-11 (Seal)

MULTISTATE BALLOON LOAN MODIFICATION--Single Family--Freddie Mac UNIFORM INSTRUMENT Form 3293 (3/99)


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Loan Number 1934090116

Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation

By:



Connie B. Rigby, Assistant Vice President


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State of South Carolina

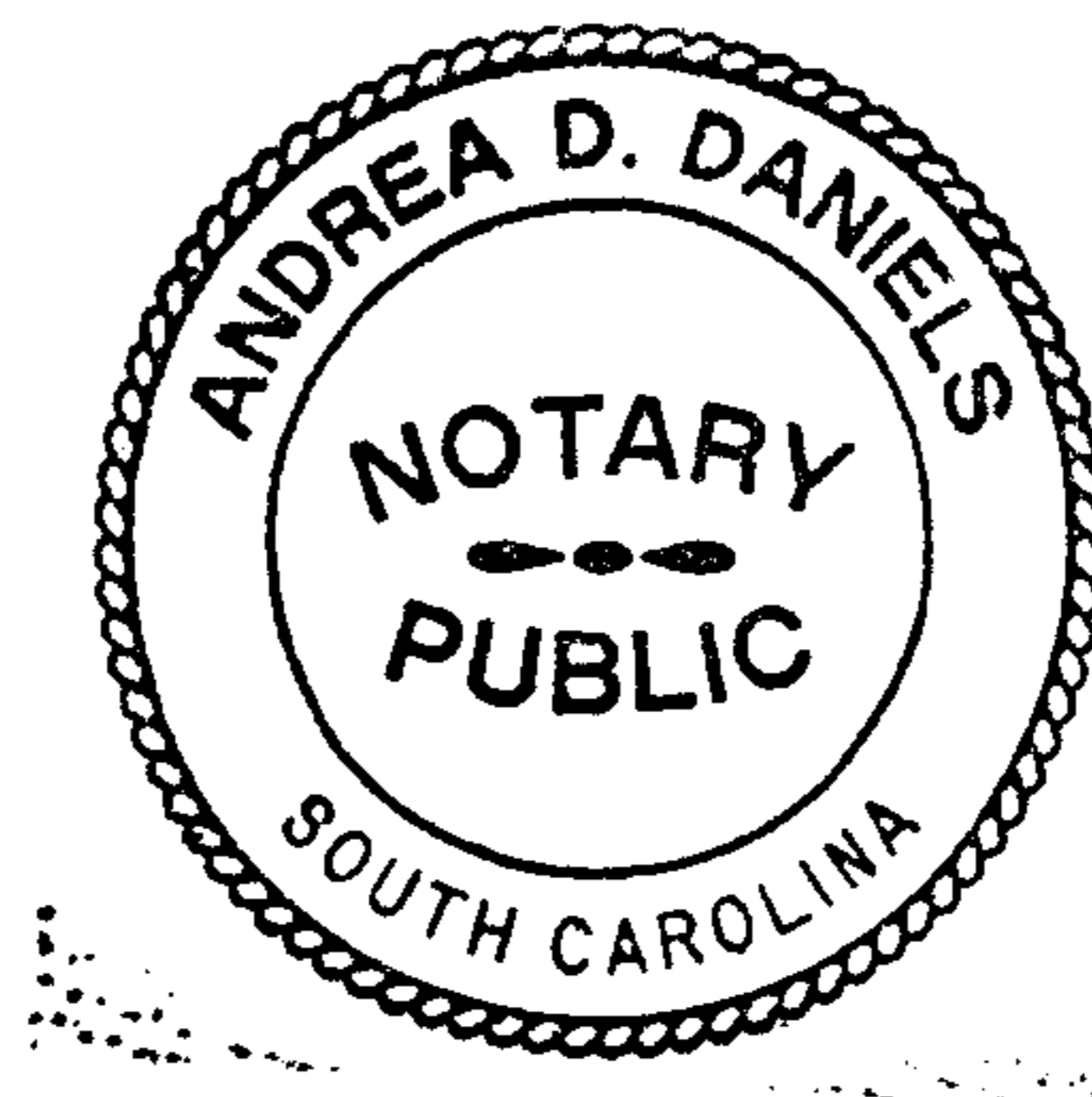
County of Florence

This instrument was acknowledged before me this 19th of July 2010, by Connie B. Rigby, Assistant Vice President of Chase Home Finance LLC, successor by Merger to Chase Manhattan Mortgage Corporation, on behalf of same.

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



Notary Public
My commission expires 3/22/16



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**LOT 5, ACCORDING TO THE SURVEY OF OAKLYN HILLS, PHASE I, AS RECORDED
IN MAP BOOK 24, PAGE 50 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**



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