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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Dec 16 11:58 am FEE 16.00 BY KH
RECORDED FOR SAFEGUARD PROPERTIES

Record and Return to:
Safeguard Properties, Inc.
Eric S. Solowitch, Title Director
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131

----- (Space Above Line For Recording) -----

Litton Loan No. 8119638
Investor Loan No: 9618554

LOAN MODIFICATION OF DEED OF TRUST AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 16th day of January, 2003, between Sandra K. Freeman, aka Sandra K. Cox, Unmarried ("Borrower") and The Chase Manhattan Bank, as Trustee under the Pooling and Servicing Agreement, dated May 1, 2000, among Credit-Based Asset Servicing and Securitization LLC., Asset Backed Funding Corp., Litton Loan Servicing LP and the Chase Manhattan Bank, C-Bass Mortgage Loan Asset-Backed Certificates, Series 2000-CB2, without recourse ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated January 6, 2000 and recorded as Document Number 3052:2000 of the Official Records of Utah County, Utah, (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at

* *Grantor*
* *Grantee*

**2046 SOUTH NEVADA AVENUE
PROVO, UTAH 84606**

(Property Address)

The real property being set forth as follows:

Unit 2046, as shown on the record of survey map for Mansion House Condominium, appearing in the records of the County Recorder of Utah, State of Utah, in Book 28956 at Page 2435 of Plats, and as defined and described in the declaration of Condominium appearing as such records in Book 1763 at Page 811 of records. Parcel No.: 46-162-0003

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of January 1, 2003 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$75,056.69, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule.

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>01/01/2003</u>	<u>8.000%</u> %	<u>02/01/2003</u>	<u>\$565.67</u> \$

MONTHLY PAYMENTS WILL REMAIN FIXED AT 8.000% FROM 02/01/2003 FOR THE REMAINING TERM OF THE LOAN.

If on February 1, 2030 ("Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date

The Borrower will make such payments at:

4828 Loop Central Drive
Houston, Texas 77081

or at such other places as the Lender may require

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph no. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into or is part of, the Note or Security Instrument and that contains any such items and provisions as those referred to in (a) above.
5. 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 the Borrower and Lender will be bound by and comply with all of the terms and provisions thereof as amended by this Agreement.

1-22-03
Date

[Signature]
Sandra K. Freeman (Seal)

Date

(Seal)

STATE OF Utah
COUNTY OF Utah

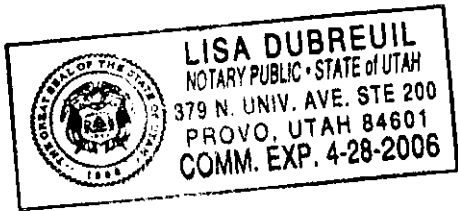
On 1-22-03 before me Lisa Dubreuil
Date Notary
personally appeared **Sandra K. Freeman**

Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/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.

[Signature]
Signature of Notary Public **LISA DUBREUIL**
My Commission Expires:



Document Preparation:
Fannie Mae Multi-state Instrument
Standard Loan Modification Agreement
Form 3179

The Chase Manhattan Bank, Trustee

February 10, 2003
Date

[Signature] (Seal)
Print Name: Edward C Hill
Title: Vice President

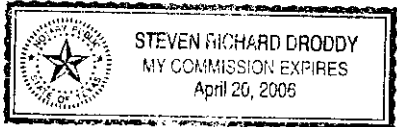
STATE OF Texas
COUNTY OF Harris

On February 10, 2003 before me Steven Richard Droddy
Date Notary
personally appeared Edward C Hill
Signer(s)

Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/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 entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
Signature of Notary Public
STEVEN RICHARD DRODDY
My Commission Expires: 4/20/2006

After Recording Return To:
Safeguard Properties, Incorporated
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131
Attention: Mr. Eric S. Solowitch