

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 28th day of May, 1999, between **Nicholas John Graffeo, II and wife, Patti R. Graffeo**, ("Borrowers") and **Standard Mortgage Corporation of Georgia** ("Lender") amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **December 11, 1998**, and recorded in **Instrument Number 1999-00504** of the Probate Records of **Shelby County, Alabama**, and 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: **760 Carl Raines Lake Road, Birmingham, Alabama 35244** ("Property Address"), the real property described being set forth as follows:

See attached Exhibit "A" incorporated herein for all purposes.

Subject to: All covenants, restrictions, easements and rights-of-way of record.

Mineral and mining rights excepted.

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 **May 28, 1999**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$213,500.00** consisting of the amount(s) loaned to the borrower by the Lender and any other 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 Balance at the yearly rate of **6.875%** from **May 28, 1999**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,402.54** beginning on **July 1, 1999**, and continuing thereafter on the same day of each succeeding until principal and interest are paid in full. If on **June 1, 2029** (the "Maturity Date") the Borrower still owes amounts under the Note and the 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 **5775 Peachtree Dunwoody Road, Suite D-100, Atlanta, Georgia 30342** or at such other place 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 immediate 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. The notice shall provide a period of not less than 30 days from the date the notice was 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 covenant, 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 number 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

Inst # 1999-28948

07/09/1999-28948
11:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CEN

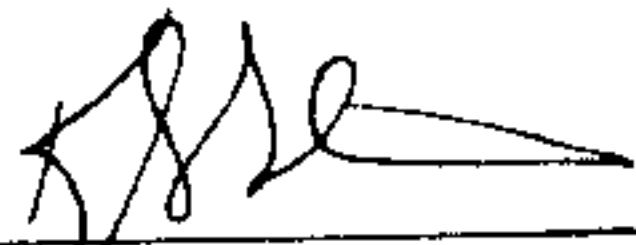
that contains any such terms and provisions as those referred to in (a) above.

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.

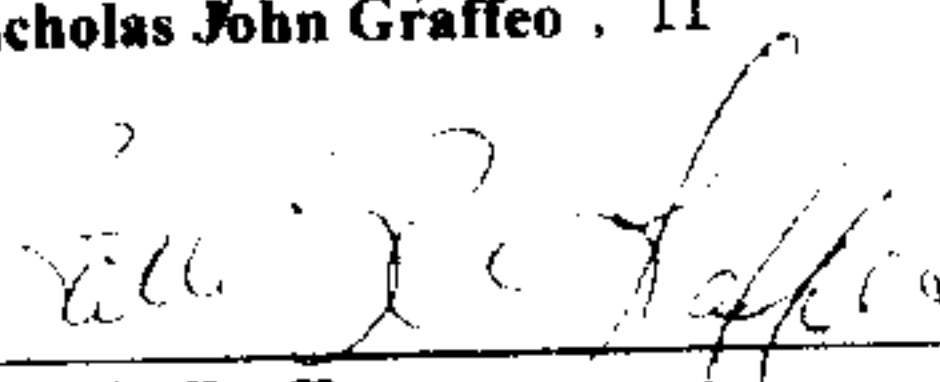
Standard Mortgage Corporation of Georgia
(Seal)
Lender


Nicholas John Graffeo, II

By:



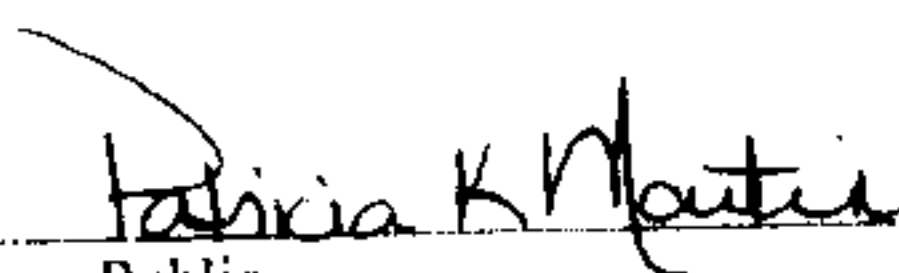
Kayla Blevins, Asst. Vice President


Patti R. Graffeo

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **Nicholas John Graffeo** and his wife, **Patti R. Graffeo** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of June, 1999.


Notary Public

My Commission Expires: 6/28/2000

Inst # 1999-28948

07/09/1999-28948
11:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 12.00