

Prepared by or under the Supervision of:

Diane Nelson  
Colonial Mortgage Company  
32 Commerce St.  
Montgomery, AL 36104

Inst. # 2000-25251

07/28/2000-25251  
08:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
JDE KMS 12.00

When finished recording return to:

Diane Nelson  
Colonial Mortgage Company  
P.O. Box 5628  
Montgomery, AL 36103-5628

[Space Above This Line for Recording Data]

Freddie Mac Loan Number: 665925301  
Service Loan Number: 192053

Recording Requested by &  
When Recorded Return To:

US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

## BALLOON LOAN MODIFICATION

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

5665729

**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 this 9th day of May, 2000, between William Edgar Farrington ("Borrower") & Terry S Farrington ("Co-Grantor") and Colonial Bank as Successor in Interest to Colonial Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust of Deed to Secure Debt (the "Security Instrument"), dated June 17, 1993, securing the original principal sum of U.S. \$123,500.00, and recorded in Book or Liber Instrument#1993-18662, at page(s) , of the Public Records of Shelby, AL; and (2) the Balloon Note (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 in the Security Instrument as the "Property", located at:

1986 Lakemont Drive, Birmingham, AL 35244

[Property Address]

The real property described being set forth as follows:

**LOT 19, ACCORDING TO THE AMENDED MAP OF SOUTHPOINTE, FOURTH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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 of Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of July 1, 2023 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$111,838.30.
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 Principle Balance at the yearly rate of 9.25%, beginning July 1, 2023. The Borrower promises to make monthly payments of principal and interest of U. S. \$979.77, beginning on the 1st day of August, 2000, and continuing thereafter in the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2023, (the "Modified Maturity Date"), the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Colonial Mortgage Company, a Division of Colonial Bank P. O. Box 5650, Montgomery, AL 36103-5650 or at such other place as the Lender may require.

#### 4. Co-Grantor Liability

Any party that signs below as a "co-grantor" did not execute the Balloon Note but signs below to grant and convey, under the terms of the Security Instrument, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by this Refinancing Instrument and secured by the Security Instrument (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make and accommodations with regard to such debt of the security Instrument (as renewed, extended, and amended hereby) without such party's consent.

WEP  
TSC

5. 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 Instruments; 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.

6. Nothing in this Modification shall be understood of construed to be a satisfaction of 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 the Balloon Note]

Cathy D. M. Len  
WITNESS

Shari L. Harris  
WITNESS

William Edgar Farrington (Seal)  
William Edgar Farrington  
Borrower

Terry S. Farrington (Seal)  
Terry S Farrington  
Co-Grantor

\_\_\_\_\_  
Borrower (Seal)

State of ALABAMA

County of JEFFERSON ss:

I, Kenny Joe Arnold the undersigned, a notary Public in and for said State, hereby certify that William Edgar Farrington and Terry S Farrington and , whose name(s) is/are signed to the forgoing instrument and who is/are known to me, acknowledge before me this day that being informed of the contents of said instrument, they each executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16<sup>th</sup> day of MAY, 2000.

Kenny Joe Arnold  
Notary Public, State Of ALABAMA  
My Commission Expires: 12/27/2001

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

Accepted by Lender:

Colonial Bank as Successor in Interest to Colonial Mortgage Company (Seal)  
-Lender

By: Kathy Boston  
Kathy Boston, Senior Vice President

State of Alabama

County of Montgomery ss:

I, Kathryn M. Sweezy, the undersigned authority in and for said County in said State, hereby certify that Kathy Boston as Senior Vice President of Colonial Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

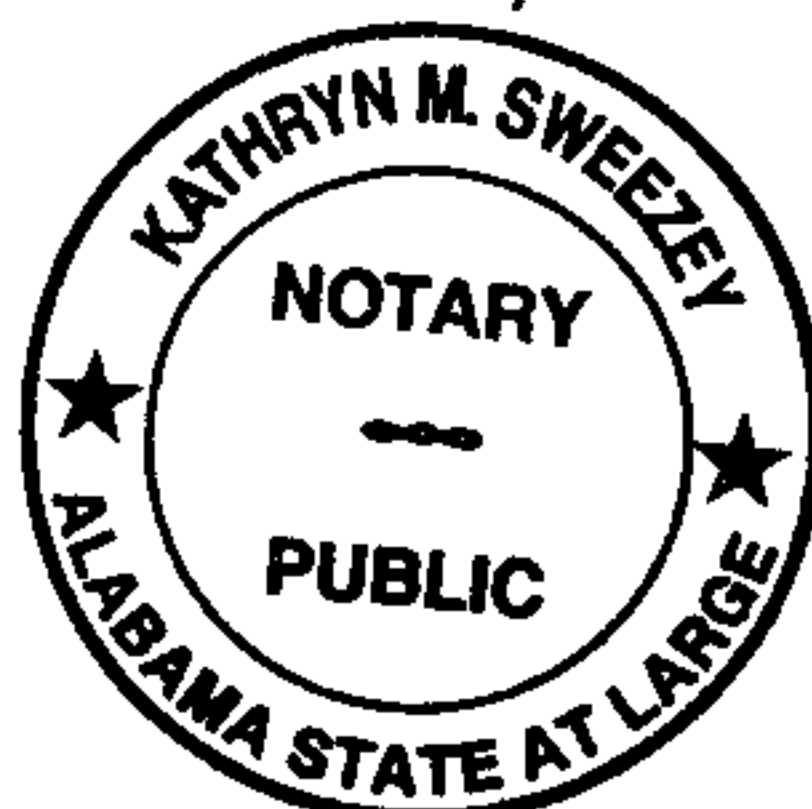
Given under my hand and seal this 19<sup>th</sup> day of May, 2000.



U05605729-01

MORTGAGE MODIFIC

US Recordings



Kathryn M. Sweezy  
Notary Public Kathryn M. Sweezy  
Notary Public, State of Alabama  
My Commission Expires: 09/10/2001

07/28/2000-25251  
08:16 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MMS 12.00

Inst # 2000-25251

WEP  
JSP