

Inst # 2001-05552

02/16/2001-05552
11:15 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

THIS LOAN MODIFICATION AGREEMENT, made this ^{13th} ~~XXX~~ ^{RENE} day of FEBRUARY, 2001, by and between ROBERT J. ELIA AND ANGIE P. ELIA, HUSBAND AND WIFE hereinafter called "MORTGAGOR" and SOUTHTRUST MORTGAGE CORPORATION hereinafter called "MORTGAGEE".

RECITALS:

A. "MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated JANUARY 26, 2000 made by the MORTGAGOR to MORTGAGEE, recorded in Inst# 2000/03465 Public Records of SHELBY County, State of ALABAMA securing a debt evidenced by a NOTE dated JANUARY 26, 2000 in the original amount of \$ 152,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. MORTGAGOR, the owner in fee simple of all of the property subject to the Security Instrument, has requested MORTGAGEE to modify Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

"NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties hereto agree as following, notwithstanding anything to the contrary contained in the Note, Security Instrument or any Rider thereto."

1. As of this date the unpaid principal balance of the NOTE is \$ 152,000.00 and the interest has been paid to FEBRUARY 9, 2001.

2. The terms and provisions of the NOTE are amended and modified in accordance with the terms and provisions which provide:

See fixed rate note attached hereto as Exhibit "A", which is incorporated into this modification as though written herein.

3. The terms and provisions of the Security Instrument and/or the Rider are amended and modified in accordance with the terms and provisions which provide:

A) The Adjustable Rate Rider, recorded as part of the Mortgage (recorded on FEBRUARY 3, 2000 in Inst#2000/03465 is hereby deleted. The Mortgage is also amended to require the full debt, if not paid earlier, be due and payable on FEBRUARY 1, 2030 (Maturity Date). All other terms and conditions remain unchanged.

B) See Page 3 for additional terms and provisions of the security instrument

4. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in the Note, Security Instrument and/or Rider and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, Security Instrument and/or Rider, which are not inconsistent herewith.

5. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Robert J. Elia
ROBERT J. ELIA Mortgagor

Angie P. Elia
ANGIE P. ELIA Mortgagor

SOUTHTRUST MORTGAGE CORPORATION

By: Karen Terwilliger
Karen Terwilliger

Its: Vice President

Witness: JoAnn Duffel
JoAnn Duffel
Witness: Stacy Barron
Stacy Barron

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 13th ^{CO's} day of FEBRUARY, 2001, by ROBERT J. ELIA AND ANGIE P. ELIA, HUSBAND AND WIFE who produced driver's license as identification (who is personally known to me) and who (did not) take an oath.

[Signature]
Notary Public
Clayton T. Sweeney
Printed Name of Notary

Serial Number, if any
6/5/03
Commission Expiration Date

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 9TH day of FEBRUARY, 2001 by JoAnn Duffel and Stacy Barron, and Karen Terwilliger as Vice President of SouthTrust Mortgage Corporation organized and existing under the laws of the State of Delaware, on its behalf. The foregoing officers who are personally known to me and did not take an oath.

Barbara L. Nelson
Notary Public

SEAL

Barbara L. Nelson
Printed Name of Notary
Serial Number, if any
9-02-2001
Commission Expiration Date

Adjustable Rate Loan Modification Agreement
CONTINUED

3 B.


The terms and provisions of the security instrument are amended and modified as follows:

The legal description which was attached as Exhibit "A" to the mortgage is hereby deleted and said property is hereby released from the mortgage and substituted and replaced by the following legal description:

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 1 West, and the NE 1/4 of the NW 1/4 of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE 1/4-SW 1/4 of said Section 35; thence South 89 degrees, 56 minutes, 25 seconds East, along the South line of said 1/4-1/4 section a distance of 439.43 feet; thence South 1 degrees, 32 minutes, 57 seconds West and leaving said South line a distance of 254.12 feet to a point in the centerline of an asphalt Shelby County Road known as Whisenhunt Road and also being a point of the beginning of a curve to the right having a radius of 400.00 feet, a central angle of 6 degrees 51 minutes 29 seconds and subtended by a chord which bears North 79 degrees 30 minutes 49 seconds East, a chord distance of 47.85 feet; thence along the arc of said curve, and along said centerline a distance of 47.88 feet to the end of said curve; thence North 81 degrees 09 minutes 17 seconds East along said centerline a distance of 125.11 feet to the beginning of a curve to the right having a radius of 400.00 feet a central angle of 5 degrees 38 minutes 43 seconds and subtended by a chord which bears North 81 degrees 46 minutes 54 seconds East, a chord distance of 39.40 feet; thence along the arc of said curve and along said centerline, a distance of 39.41 feet to a point, said point being the Point of Beginning and the beginning of a curve to the left having a radius of 205.00 feet, a central angle of 30 degrees 35 minutes 53 seconds and subtended by a chord which bears North 5 degrees 54 minutes 38 seconds West, a chord distance of 108.18 feet; thence along the arc of said curve and leaving said Whisenhunt Road a distance of 109.48 feet to the end of said curve; thence North 18 degrees 34 minutes 37 seconds West a distance of 77.35 feet; thence North 89 degrees 59 minutes 58 seconds West a distance of 107.01 feet; thence North 0 degrees 38 minutes 59 seconds East a distance of 291.11 feet; thence South 89 degrees 59 minutes 58 seconds East a distance of 192.45 feet to a point, said point lying on a curve to the left having a radius of 410.00 feet, a central angle of 16 degrees 16 minutes 50 seconds and subtended by a chord which bears South 18 degrees 25 minutes 35 seconds West, a chord distance of 116.11 feet; thence along the arc of said curve a distance of 116.50 feet to the end of said curve-, thence South 10 degrees 57 minutes 39 seconds West a distance of 116.99 feet to the beginning of a curve to the left having a radius of 110.00 feet, a central angle of 29 degrees 32 minutes 16 seconds, and subtended by a chord which bears South 3 degrees 48 minutes 29 seconds East, a chord distance of 56.08 feet; thence along the arc of said curve a distance of 56.71 feet to the end of said curve; thence South 18 degrees 34 minutes 37 seconds East a distance of 75.49 feet to the beginning of a curve to the right having a radius of 240.00 feet, a central angle of 28 degrees 35 minutes 37 seconds and subtended by a chord which bears South 6 degrees 42 minutes 48 seconds East, a chord distance of 118.53 feet; thence along the arc of said curve a distance of 119.77 feet to its intersection with aforesaid centerline of Whisenhunt Road, which is also a point on a curve to the left having a radius 400.00 feet, a central angle of 5 degrees 06 minutes 50 seconds, and subtended by a chord which bears South 87 degrees 09 minutes 41 seconds West, a chord distance of 35.69 feet; thence along the arc of said curve and along said centerline of Whisenhunt Road a distance of 35.70 feet to the Point of Beginning.

For Identification:


Robert J. Elia

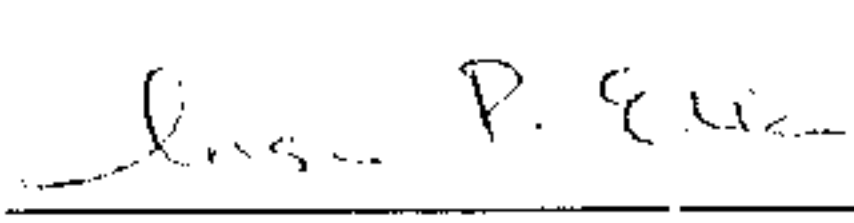

Angie P. Elia

EXHIBIT "A"

NOTE

JANUARY 26, 2000

BIRMINGHAM
[City]

ALABAMA
[State]

132 WHISENHUNT ROAD, CHELSEA, ALABAMA 35043-
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 152,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY, BIRMINGHAM, ALABAMA 35209
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.000 %.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.
I will make my monthly payments on the 1ST day of each month beginning on APRIL 1, 2001.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on FEBRUARY 1, 2030, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."
I will make my monthly payments at SOUTHTRUST MORTGAGE CORPORATION
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,022.55

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.
I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


10. UNIFORM SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower's all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 _____ (Seal)
ROBERT J. ELIA -Borrower
 Social Security Number _____


 _____ (Seal)
ANGIE M. ELIA -Borrower
 Social Security Number _____

 _____ (Seal)
 -Borrower
 Social Security Number _____

 _____ (Seal)
 -Borrower
 Social Security Number _____

 _____ (Seal)
 -Borrower
 Social Security Number _____

 _____ (Seal)
 -Borrower
 Social Security Number _____

[Sign Original Only]

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 SHELBY COUNTY JUDGE OF PROBATE
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