

AMIC Loan No. 773625  
FHLMC Loan No. 0669669733

When Recorded Return To:  
**First American Title Insurance Co.**  
3 First American Way  
Santa Ana, CA 92707  
Attn: Loan Modification Dept.

#353974  
**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**

2001-36945  
In

08/28/2001-36945  
10:46 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

170.75  
003 CH

This Balloon Loan Modification ("Modification"), made this 27<sup>th</sup> day of July, 2000, between Jerry Higdon and Wife Rebecca L. Higdon ("Borrower") and ABN Amro Mortgage Group, Inc., as successor by merger to Atlantic Mortgage & Investment Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated June 28, 1993 securing the original principal sum of U.S. \$128,900.00, and recorded as Document Number 1993-20720 Book N/A Page N/A on July 15, 1993 in the public records of Shelby County, AL 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, 3820 Kinross Drive, Birmingham, AL 35242, the real property described being set forth as follows:

Lot 338, according to the Survey of Brook Highland, an Eddleman Community, 7<sup>th</sup> Sector, as recorded in Map Book 13, Page 99A & B, as recorded in the Probate Office of Shelby County, Alabama; being Situated in Shelby County, Alabama.

Jerry R. Higdon and Jerry Higdon are one and the same person.

To evidence the election by the Borrower of the Extension of Loan Terms 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 contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of August 1, 2000 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$102,402.22.
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 yearly rate of 8.750%, beginning August 1, 2000. The Borrower promises to make monthly payments principal and interest of U.S. \$862.85, beginning on the 1st day of September 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on August 1, 2023 (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 135 S. LaSalle St., Dept. 8600, Chicago, IL 60674-8600 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 cancelled, 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 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 Balloon Note.]

ABN AMRO Mortgage Group, Inc., as successor  
by merger to Atlantic Mortgage & Investment  
Corporation

By: Robin M. Ivey  
Robin M. Ivey, Assistant Vice President

Jerry Higdon  
Jerry Higdon

Borrower  
Borrower

Rebecca L. Higdon  
Rebecca L. Higdon

Borrower  
Borrower

\_\_\_\_\_[Space below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]\_\_\_\_\_  
**FOR BORROWER:**

STATE OF Alabama  
COUNTY OF Jefferson

On July 27, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerry Higdon and Rebecca L. Higdon 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 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.

Witness my hand and official seal.

Paul B. Dubbey  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec. 29, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**FOR LENDER:**

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me on this the 3rd day of August, 2000, by Robin M. Ivey, Assistant Vice President, of ABN AMRO Mortgage Group, Inc., as successor by merger to Atlantic Mortgage & Investment Corporation and acting on behalf of said Corporation and who is personally known to me and personally appeared before me.

Isolene B. Jones  
Notary

NOTARY PUBLIC STATE OF FLORIDA  
ISOLENE B. JONES  
COMMISSION # C 764726  
EXPIRES 08-04-2002  
BONDED THRU LHB-NOTARY

## **CERTIFICATE OF PREPARATION**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE  
PARTIES IN THE WITHIN INSTRUMENT.

A handwritten signature in cursive script, appearing to read "Grace Leon", written over a horizontal line.

**GRACE LEON-TITLE COORDINATOR**  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707  
LOAN MODIFICATION

Inst # 2001-36945

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