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Inst # 2001-47520

11/05/2001-47520
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.00
004 MEL

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

CMI/CB #201117552

This Loan Modification Agreement ("Agreement"), made SEPTEMBER 1, 2001, between ANDREW H LETLOW, ("Borrower") and CITIMORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JANUARY 13, 2000, and recorded on JANUARY 20, 2000 in Book or Liber 2000, at page(s) 02101, of the Records Office of the Records of SHELBY COUNTY, AL, and (2) the Note bearing the same date as, and security by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 962 OLD MILL CRK DR, SHELBY, AL 35143, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

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 SEPTEMBER 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$60,774.21, 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 Balance at the yearly rate of 8.500%, from SEPTEMBER 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$598.47, beginning on OCTOBER 1, 2001 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 1, 2016 (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 CitiMortgage Inc., 15851 Clayton Road Ballwin, Mo 63011 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 is delivered or mailed within which the Borrower must 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, any balloon provision; 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 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.

Andrew H Letlow 8-29-01 _____
ANDREW H LETLOW Date Date

Sharon K Letlow 8-29-01 _____
Date Date

WITNESS
SIGNATURE: [Signature]
PRINT NAME: J.E. White

WITNESS
SIGNATURE: _____
PRINT NAME: _____

WITNESS
SIGNATURE: [Signature]
PRINT NAME: Luis Mayra

WITNESS
SIGNATURE: _____
PRINT NAME: _____

CITIMORTGAGE, INC., LENDER F/K/A SOURCE ONE MORTGAGE CORPORATION

By: [Signature]
Title: Scott A. French, Vice President

Prepared By: KAREN WARHOOVER
15851 CLAYTON ROAD, MS 429
BALLWIN, MO 63011

-----[Space Below This Line for Acknowledgments]-----

State of Alabama)
) SS
County of Jefferson)

On this 29TH day of August, 2001, before me personally appeared Andrew & Sharon Letlow, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that They executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Janice H. Luit
Notary Public
My Commission Expires: February 28, 2004

State of)
) SS
County of)

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
My Commission Expires: _____

State of Missouri)
County of St. Louis)

On kw 9/28/01, before me appeared Scott A. French, to me personally known, being by me duly sworn or affirmed, whose address is 15851 Clayton Road, Ballwin, MO 63011, did say that he is the VICE PRESIDENT OF CITIMORTGAGE, INC., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Scott A. French acknowledged said instrument to be the free act and deed of said corporation.

Karen War Hoover
Notary Public
My Commission Expires: _____

KAREN WARHOOVER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES: JULY 05, 2002

Commence at the NE corner of the NW 1/4 of the NW 1/4 of Section 28, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 01°08'37" E, 125.22 feet; thence S 61°03'23" W 296.95 feet to the point of beginning; thence S 61°03'23" W 276.72 feet; thence N 19°05'38" W, 492.22 feet; thence S 88°21'48" E 397.92 feet; thence S 00°58'07" E 319.90 feet to the point of beginning.

LESS AND EXCEPT that portion which falls within any county maintained roadways.

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