

When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept.

AMIC Loan No. 687459

FHLMC Loan No. 0855048883

Prepared By: I. Jones

Atlantic Mortgage & Investment Corporation

7159 Corklan Drive

Jacksonville, FL 32258

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**

This Balloon Loan Modification ("Modification"), made this 20th day of JUNE, 2001, between Janet W. Young, Divorced ("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 19, 1996 securing the original principal sum of U.S. \$124,000.00, and recorded as Document Number 96-20883 Book N/A Page N/A on June 28, 1996 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, 4128 Guilford Road, Birmingham, AL 35242, the real property described being set forth as follows:

Lot 149, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase 1, as recorded in Map Book 20 page 105 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 July 1, 2001 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$117,458.28.
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 7.750%, beginning July 1, 2001. The Borrower promises to make monthly payments principal and interest of U.S. \$887.20, beginning on the 1st day of August 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on July 1, 2026 (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.

original maturity date 7/01/01

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.

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11:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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193.25

Inst # 2001-52180

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: [Signature]
Lynn Dilts, Assistant Vice President

[Signature] (Seal)
Janet W. Young Borrower
[Signature] (Seal)
Borrower

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

STATE OF Alabama
COUNTY OF Shelby

On June 20, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Janet W. Young 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.

[Signature]
Notary Public

FOR LENDER:

State of Florida
County of Duval

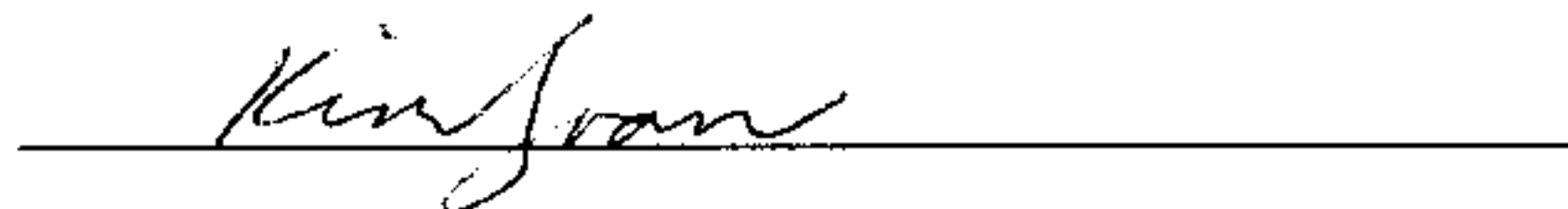
The foregoing instrument was acknowledged before me on this the 20th day of June, 2001, by Lynn Dilts, Assistant Vice President, of ABN AMRO Mortgage Group, Inc., as successor by merger to Atlantic Mortgage & Investment Corporation and acting on behalf of said Corporation and who is personally known to me and personally appeared before me.

[Signature]
Notary

NOTARY PUBLIC STATE OF FLORIDA
ISOLENE B. JONES
COMMISSION # CC 764726
EXPIRES 08-04-2002
BONDED THRU 1-888-NOTARY1

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 "Kimly Tran", is written over a horizontal line.

Kimly Tran- Title Coordinator
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707
LOAN MODIFICATION

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