

Requested By : CitiMortgage, Inc.
WHEN RECORDED MAIL TO:
FIDELITY NATIONAL -LPS
P.O.BOX 19523
IRVINE, CA 92623-9523
CTIMTG

Inst # 2002-14666
03/28/2002-14666
01:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MSB 21.00

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

CMI/CB #8111140359

This Loan Modification Agreement ("Agreement"), made NOVEMBER 1, 2001, between DON WILLIAM DEFNALL and ANGELA LEONA DEFNALL, ("Borrower") and CITIBANK, FEDERAL SAVINGS BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 4, 1998, and recorded on MAY 19, 1998 in Book or Liber 1998, at page(s) 18279, 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 721 WILDERNESS ROAD, PELHAM, AL 35124, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

A residence for one or two families only is located on this property.

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 NOVEMBER 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$105,014.02, 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 Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.750%, from NOVEMBER 1, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$752.33, beginning on DECEMBER 1, 2001 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on NOVEMBER 1, 2031 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at CitiMortgage Inc., 15851 Clayton Road Ballwin, Mo 63011 or at such other place as Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 given in accordance with the Notice section of the Security Instrument 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.

4. 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 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; 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.

Don William Defnall 12-5-01
DON WILLIAM DEFNALL Date _____ Date _____

Angela Leona Defnall 12-5-01
ANGELA LEONA DEFNALL Date _____ Date _____

WITNESS
SIGNATURE: April Harvey
PRINT NAME: April Harvey

WITNESS
SIGNATURE: Mary Laughery
PRINT NAME: Mary Laughery

WITNESS
SIGNATURE: _____
PRINT NAME: _____

WITNESS
SIGNATURE: _____
PRINT NAME: _____

CITIBANK, FEDERAL SAVINGS BANK, LENDER

By: Scott A. French
Title: Scott A. French, Vice President

Prepared By: WANDA POST
15851 CLAYTON ROAD, MS 429
BALLWIN, MO 63011

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

State of Alabama)
County of Shelby) SS

On this 5th day of Dec, 2001, before me personally appeared Don William Dyrnell, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Don William Dyrnell executed the same as a 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.

Darinda J. Matthews
Notary Public
My Commission Expires: 10/18/02

State of Alabama)
County of Shelby) SS

On this 5th day of Dec, 2001, before me personally appeared Angela Lora Dyrnell, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Angela Lora Dyrnell executed the same as a 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.

Darinda J. Matthews
Notary Public
My Commission Expires: 10/18/02

State of Missouri)
County of St. Louis)

On 3/14/02, 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

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUTATED IN THE COUNTY OF SHELBY IN THE STATE OF ALABAMA BEING DESCRIBED AS FOLLOWS: LOT 5, BLOCK 2, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES, SIXTH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA, AND MINING RIGHTS EXCEPTED.

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