

Inst # 2002-18803

04/23/2002-18803
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSP 15.00

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

THIS LOAN MODIFICATION AGREEMENT, made this 19th day of April, 2002, by and between Mohammad Huneidi and Suha Huneidi, 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 July 13, 2001 made by the MORTGAGOR to MORTGAGEE, recorded in Book 2001 Page 29835 Public Records of Shelby, County, State of ALABAMA securing a debt evidenced by a NOTE dated July 13, 2001 in the original amount of \$ 190,000.00, 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 \$ 190,000.00 and the interest has been paid to May 1, 2002.

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:

The Adjustable Rate Rider Recorded as part of the Mortgage (recorded on July 18, 2001 in Book 2001 Pages 29835 are hereby deleted. The Mortgage is also amended to require the full debt, if not paid earlier, be due and payable on May 1, 2032 (Maturity Date).

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.

Mohammad Huneidi

Mortgagor

Suha Huneidi

Mortgagor

ATTEST

Witness:

Witness:

SOUTHTRUST MORTGAGE CORPORATION

By:

Cliff Bagwell

Its: Vice-President

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 19th day of April, 2002, by Mohammad Huneidi and Suha Huneidi, Husband and Wife who produced _____ as identification (who is personally known to me) and who did (did not) take an oath.

Frank K. Bynum

Notary Public

Printed Name of Notary

SEAL

Serial Number, if any

11/20/04

Commission Expiration Date

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 19th day of April, 2002, by Cliff Bagwell, Vice-President of SouthTrust Mortgage Corporation, organized and existing under the laws of the State of Delaware, on its behalf. The foregoing officer who is personally known to me and did not take an oath.

Frank K. Bynum

Notary Public

Printed Name of Notary

SEAL

Serial Number, if any

11/20/04

Commission Expiration Date

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