

AFTER RECORDING, RETURN TO:

Fort Worth Mortgage,
a division of Colonial Savings, F.A.
2626 West Freeway
Construction Department
Fort Worth, Texas 76102

Loan # 973307

_____ [Space Above This Line For Recording Data] _____

**LOAN MODIFICATION OF DEED OF TRUST
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 5th Day of August, 2002, Between Todd Schult and Jody Schult, husband and wife (Borrower) and Colonial Savings, F.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), retained in deed dated September 27, 2001, Instrument # 2001-43168 on October 5, 2001, Shelby County, Alabama and a Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1021 Briarcliff Trace, Birmingham, Alabama 35242 described being set forth as follows:

Lot 2415, according to the Map and Survey of Brook Highland, 24th Sector, an Eddleman Community, as recorded in Map Book 28, Page 17, in Probate Office of Shelby County, Alabama.

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, 2002 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$371,700.00 consisting of the amount(s) loaned to the borrower and 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 6.625% from September 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,380.04 beginning on the 1st Day of October 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2032 (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 payment at Colonial Savings, F.A.; P.O. Box 2998 ; 2626 W. Freeway, Fort Worth, TX 76113, 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 all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instruments without further notice or demand on the Borrower.

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:

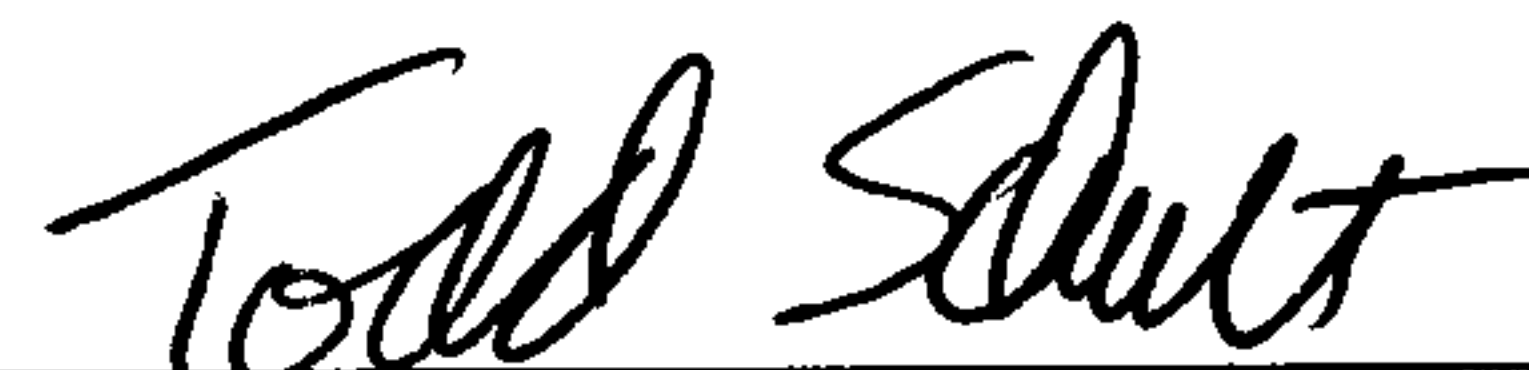
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed 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 proved in this Agreement, the Note and Security Instruments 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 when executed by the Borrower and the Lender. Furthermore, this Agreement is contingent upon a Final Inspection, acceptable to the Lender to be executed prior to the expiration of the interest rate lock and the final title policy endorsement.

Lender: Colonial Savings, F. A.

By: _____

James E. DuBose
President



Borrower: Todd Schult

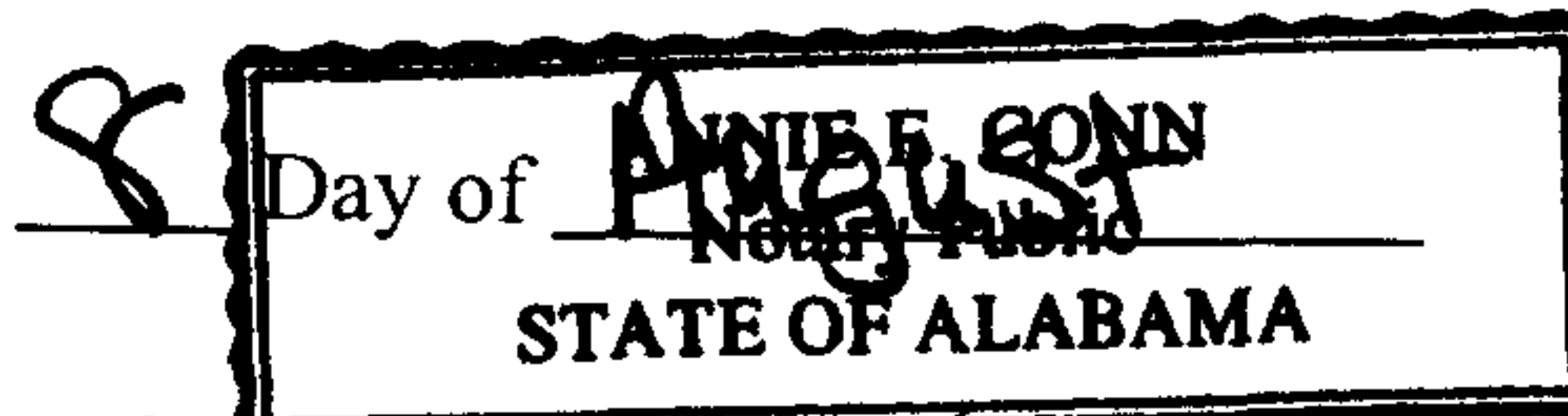


Borrower: Jody Schult

_____[Space Below This Line For Acknowledgments]_____

STATE OF _____ X
COUNTY OF _____ X

This instrument was acknowledged and executed before me this _____
2002 by Todd Schult and Jody Schult.

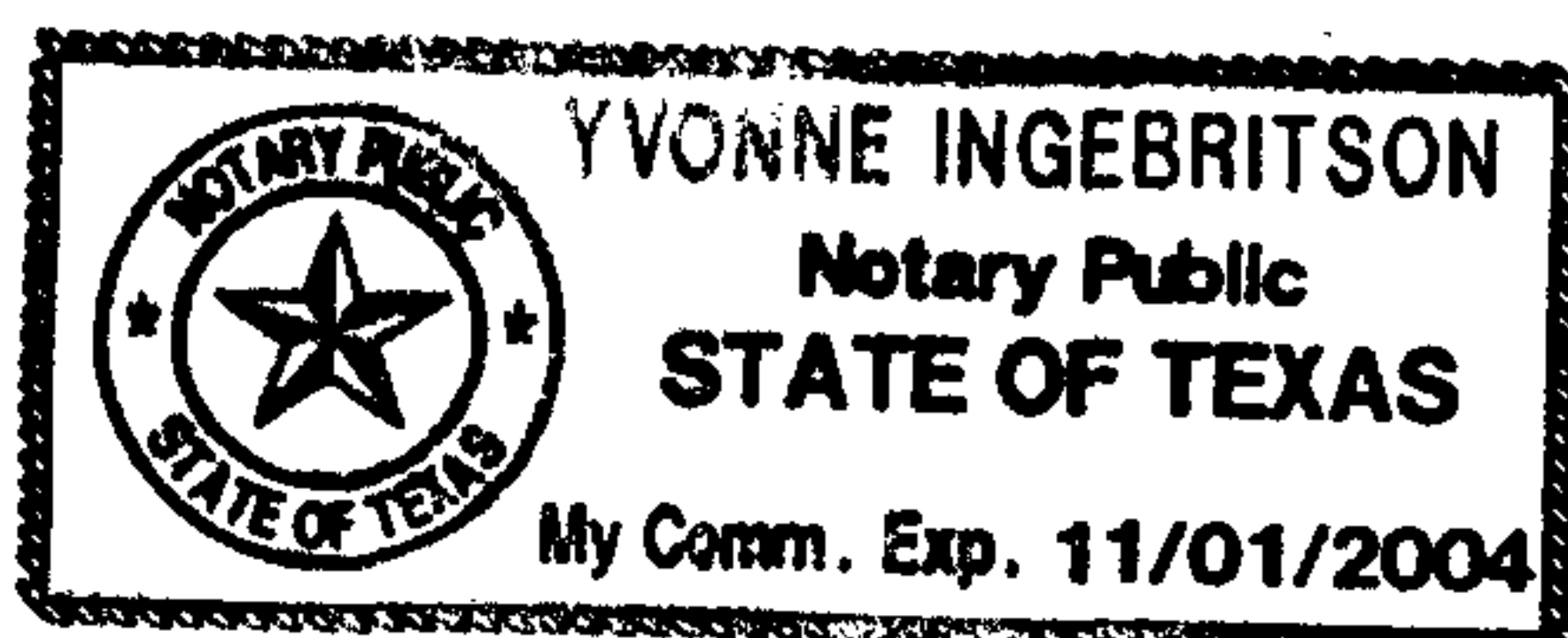


Notary Public - State of Alabama
Printed Name of Notary Annie E. Conn
Notary Signature Annie E. Conn

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 19, 2004

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, on this day August 15, 2002 personally appeared James E. Dubose, President of Colonial Savings, F. A.. A corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



Yvonne Ingebritson
Notary Public in and for Tarrant County, Texas