

Return to:  
Matt Huerta  
Commercial Federal Bank  
10845 Harney St.  
Omaha, Nebraska 68154

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**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"). Made this... <sup>2<sup>nd</sup></sup> day of.....April 2003.....  
between .....David R Bezet Jr. and Trudy L Bezet, Husband and Wife ("Borrower") and.....Commercial Federal  
Bank.....("Lender"). amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the  
"Security Instrument") dated June 28, 2001..... and recorded as ....Instrument #2001-28443  
.....Official..... Records of .....Shelby County Alabama .....  
[Name of Records] [County and State or other Jurisdiction]  
and (2) the 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  
.....3006 Longleaf Lane, Helena Alabama 35080.....  
[Property Address]

the real property described being set forth as follows:

**LOT 13 ACCORDING TO THE SURVEY OF ROYAL PINES AS RECORDED IN MAP BOOK 11, PAGE 51, SHELBY COUNTY, ALABAMA RECORDS.**

**PARCEL ID NUMBER: 13-8-28-4-001-027.017**

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... April 1, 2003....., the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **One hundred thirty-eight thousand nine hundred sixty-eight dollars and twenty-six cents (\$138,968.26)**....., 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 ...**7.25**...% from ...**April 1, 2003** ... The Borrower promises to make monthly payments of principal and interest of U.S. \$...**964.81**..... beginning on the ...**1st**..... day of ...**May**..... 2003..... and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on ...**July 1, 2031**... (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.....**P.O. Box 3220 Omaha, NE 68103**..... 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 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; 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.

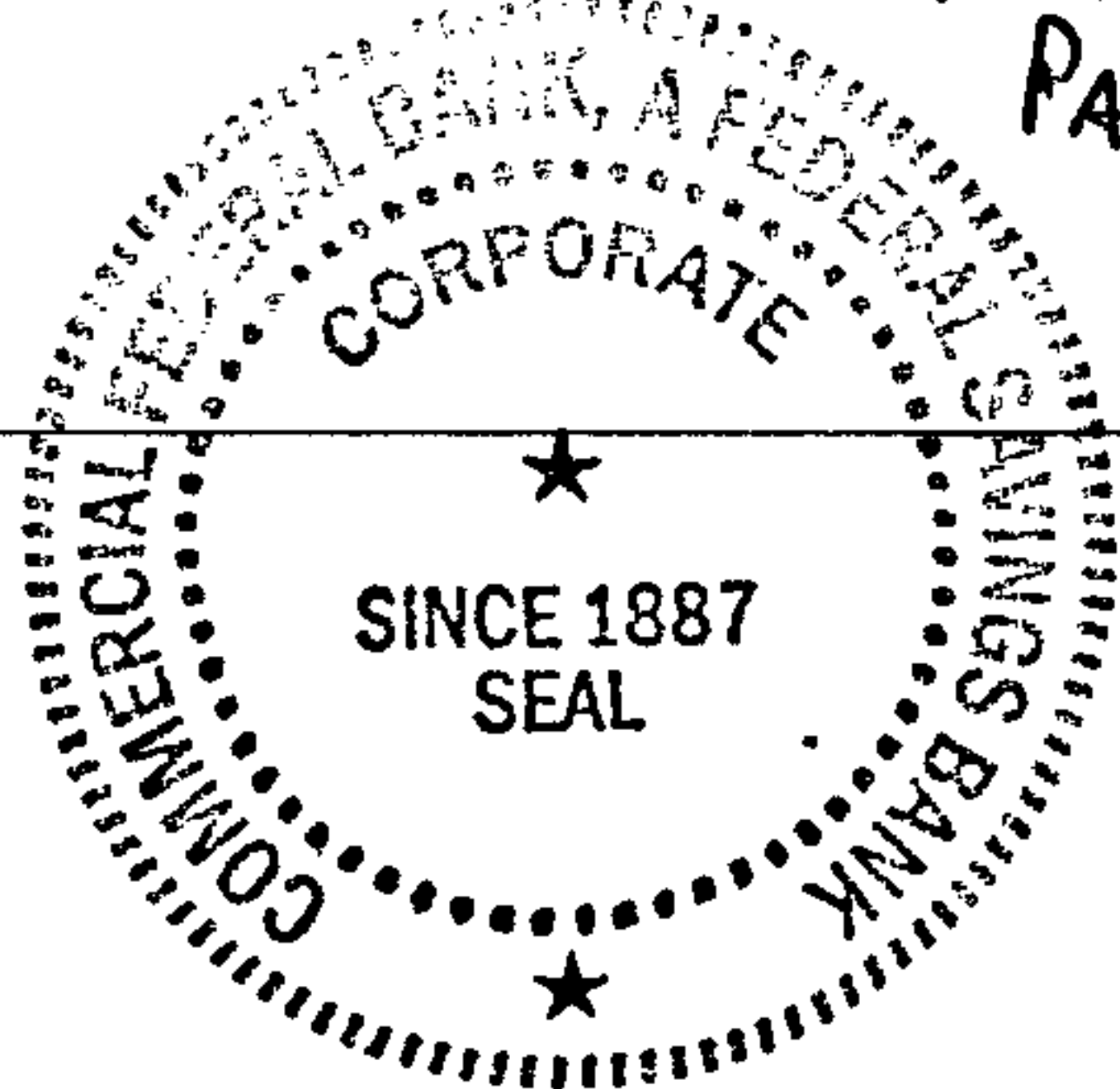
.....(Seal)  
Commercial Federal Bank Lender

David R Bezet Jr......(Seal)  
David R Bezet Jr. Borrower

By:.....  
Pamela S Anderson  
PAMELA S ANDERSON

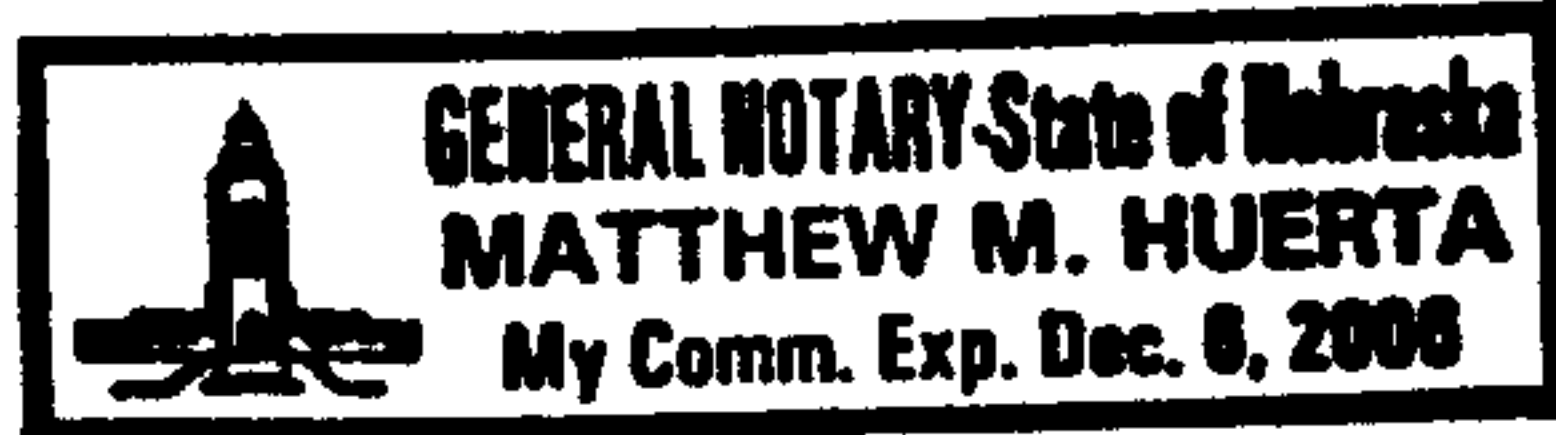
Trudy L Bezet.....(Seal)  
Trudy L Bezet Borrower

[Space Below This Line For Acknowledgments]



State of Nebraska  
County of Douglas

Before me, a notary public in and for said county, personally appeared PAMELA S. ANDERSON, known to me to be the person who, as Vice President of Commercial Federal Bank, a Federal Savings Bank, which executed the foregoing instrument signed the same, and that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal, this 14<sup>th</sup> day of APRIL 2003.



Matthew M. Huerta  
Notary Public

State of ALABAMA  
County of Shelby

In Shelby County, on the 2 day of April 2003, before me personally appeared David R Bezet Jr. and Trudy L Bezet to me know and known by me to be the party (or parties) executing the foregoing instrument, and (he and/or she) they acknowledged said instrument by him and or her executed to be their free act and deed.

ROBERT D. HODGES, SR.  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES  
MARCH 17, 2007

Robert D. Hodges Sr.  
Notary Public

This document prepared by:  
Matt Huerta  
Commercial Federal Bank  
10845 Harney St.  
Omaha, NE 68154