

20030528000329710 Pg 1/4 21.00
Shelby Cnty Judge of Probate, AL
05/28/2003 10:47:00 FILED/CERTIFIED

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of May, 2003, between John A. O'Brien, III, Husband and Wife, Iris C. O'Brien

SouthTrust Mortgage Corporation ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 28, 2003 and recorded in Book or Liber , at page(s) , of the Judge of Probate Records of [Name of Records] Jefferson County, Alabama, and (2) the Note, bearing the same date as, and [County and State, or other Jurisdiction] 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 8005 Castlehill Road, Birmingham, AL 35242 [Property Address]

40959364
LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 8/01)

40959364

VMP-852R (0110)

Page 1 of 4

Initials: _____

VMP MORTGAGE FORMS - (800)521-7291

the real property described being set forth as follows:

Lot 19-A, according to a Resurvey of Lot 19 Greystone 7th Sector, as recorded in Map Book 19, Page 77, in the 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 and Security Instrument):

1. As of **February 28, 2003**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **410,400.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. 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 **6.000 %**, from **May 19, 2003**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,467.97**, beginning on the **1st** day of **July, 2003**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.000 %** will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **March 01, 2033** (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 **210 Wildwood Parkway, Birmingham, AL 35209** or at such other place as Lender may require.

40959364

40959364

LMP-852R (0110)

Page 2 of 4

Initials: _____

Form 3179 1/01 (rev. 8/01)

LOCATION:

RX TIME 05/22 '03 10:42

3. If all or any part of the Property or any Interest in the Property 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 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 Section 15 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, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

40959364

40959364

 852R (0110)

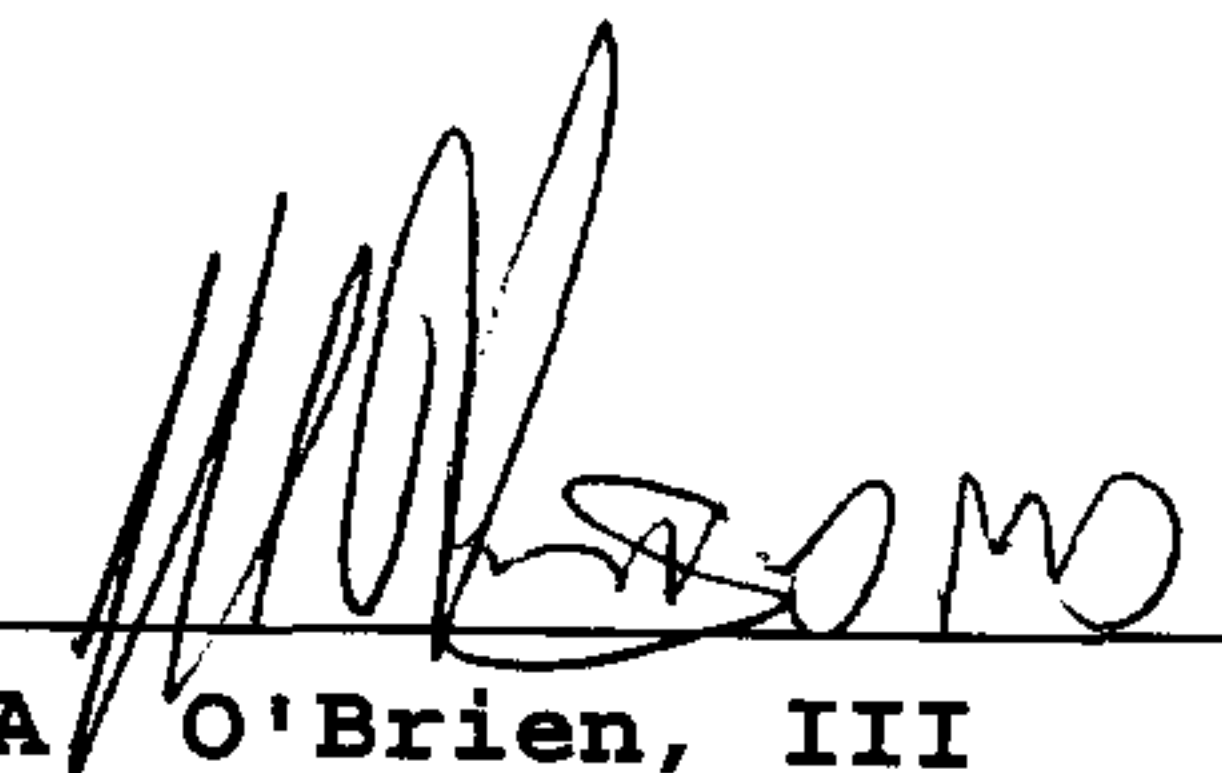
Page 3 of 4

Initials: _____

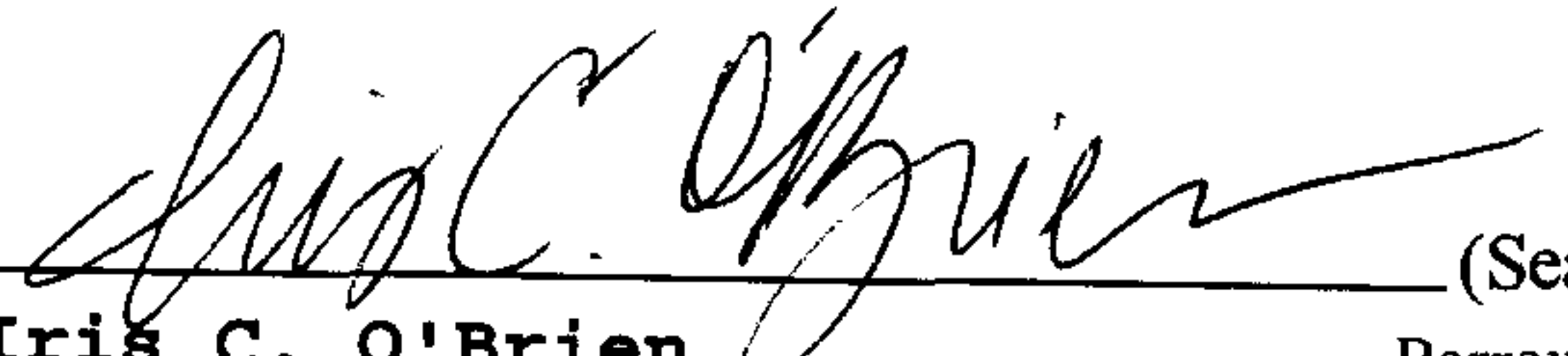
Form 3179 1/01 (rev. 8/01)

LOCATION:

RX TIME 05/22 '03 10:42



John A. O'Brien, III (Seal)
-Borrower



Iris C. O'Brien (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Lender

By: _____

[Space Below This Line For Acknowledgments] _____

40959364

40959364

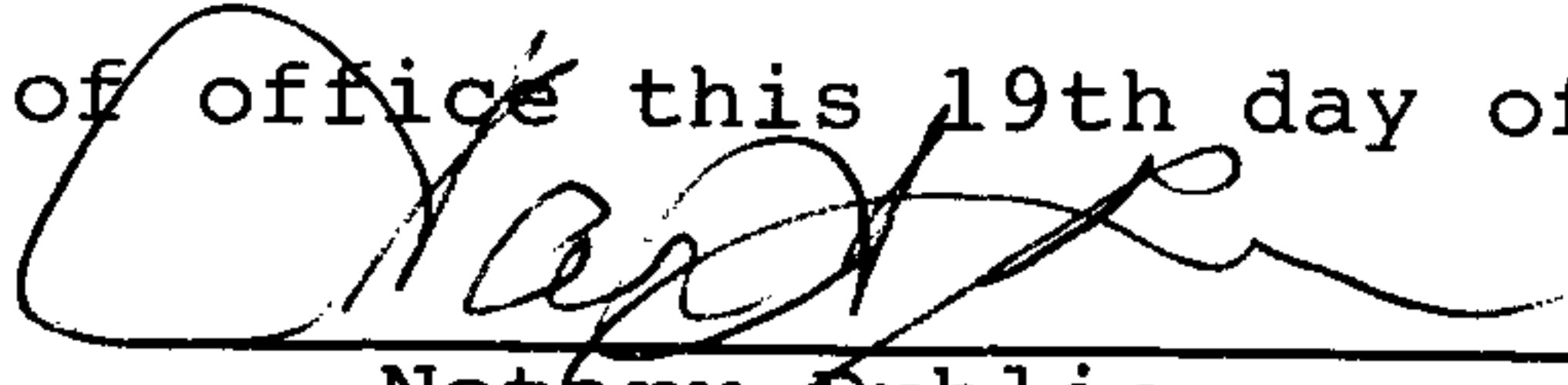
 852R (0110)

Page 4 of 4

Form 3179 1/01 (rev. 8/01)

STATE OF ALABAMA
JEFFERSON COUNTY

On this 19th day of May, 2003, I, Harold H. Goings, a Notary Public in and for said county and in said state, hereby certify that John A. O'Brien, III and Iris C. O'Brien, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 19th day of May, 2003.
My Commission Expires: 8/21/03


Notary Public