

PREPARED BY RETURN TO:

PINNACLE FINANCIAL CORPORATION  
1500 LEE ROAD, SUITE 200  
ORLANDO, FL 32810  
407-578-2000

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## LOAN MODIFICATION AGREEMENT

Lenders Loan Number: 11125096  
Min: 100062700111250963

MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 08/08/2003,  
between **STEPHEN WONN AND NIKKI WONN, HUSBAND AND WIFE** ("Borrower")  
**PINNACLE FINANCIAL CORPORATION** ("Lender"), **Mortgage Electronic Registration Systems, Inc.**  
("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security  
Instrument"), dated February 20, 2003 *and granted or assigned to Mortgage Electronic Registration Systems, Inc.*  
*as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,*  
*Michigan 48501-2026* and recorded in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_, of the

[Name of Records]

Records of

SHELBY County, AL

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  
77 THOMAS LANE, STERRETT, AL 35147,

[Property Address]

the real property described being set forth as follows:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

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 08/08/2003, the amount payable under the Note and the Security  
Instrument (the "Unpaid Principal Balance") is U.S. \$64000.00, 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 7.125%,  
From 08/08/2003. Borrower promises to make monthly payments of principal and interest of U.S.  
\$431.18, beginning on 10/01/2003, and continuing thereafter on the same day of each succeeding  
month until principal and interest are paid in full. If on 09/01/2033 (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 1500 Lee Road, Suite 200, Orlando, FL 32810 or at such  
other place as Lender may require.

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; 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
Pinnacle Financial Corporation  
Karen E. Barody, VP

(Seal)  
Lender

  
Mortgage Electronic Registration Systems, Inc. -Mortgagee  
Karen E. Barody, CERTIFYING OFFICER

(Seal)

  
STEPHEN WONN

(Seal)

  
NIKKI WONN

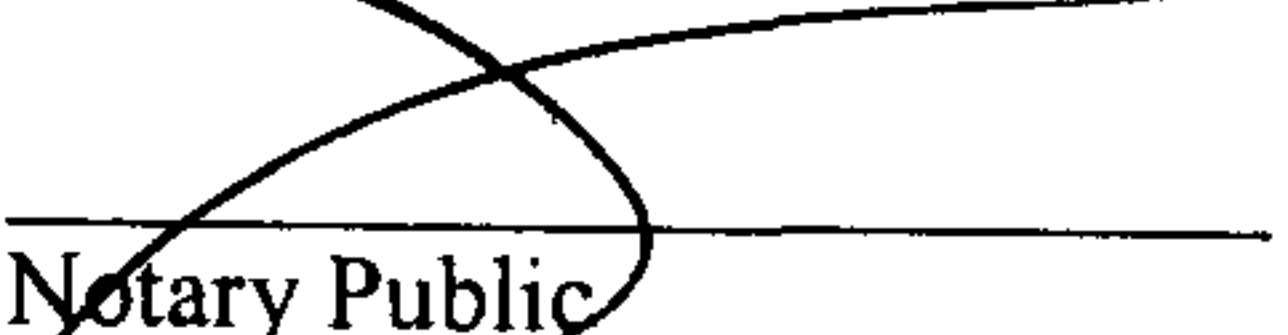
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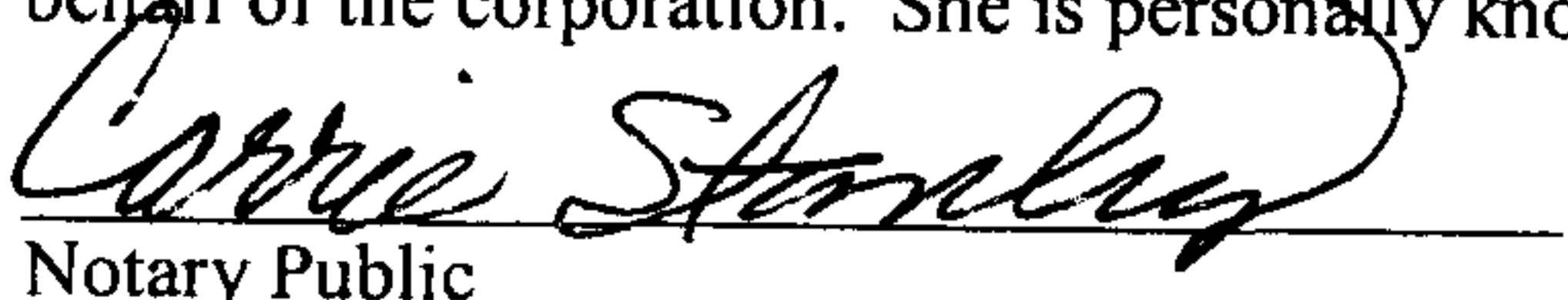
State of Alabama  
County of Shelby

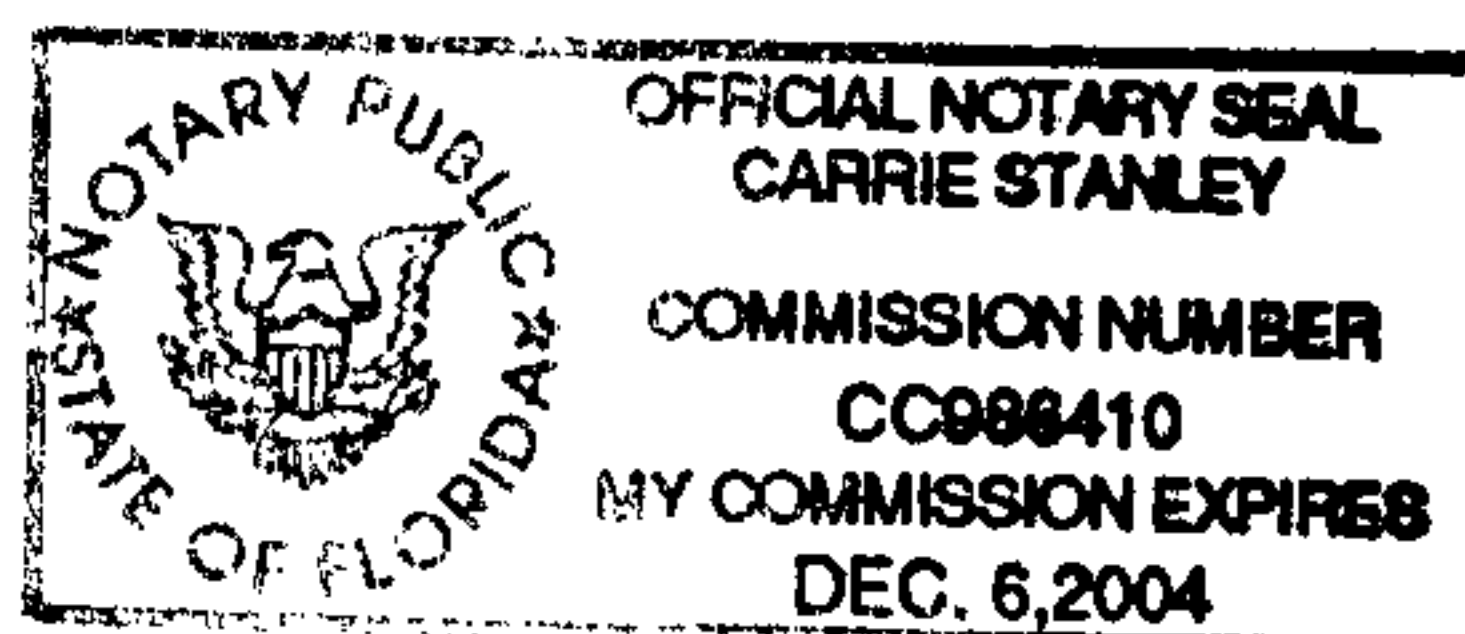
The foregoing instrument was acknowledged before me this 8 day of August, 2003 by the above who is/are personally known to me or who has/have produced their \_\_\_\_\_ as identification and who did/did not take an oath.

  
Notary Public  
Printed Name: James W. Fuhrmeister  
My commission expires: 5/21/07

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 5th day of August, 2003 by, Karen E. Barody, VP, on behalf of the corporation. She is personally known to me and did not take an oath.

  
Notary Public  
My Commission expires:



Loan Name: STEPHEN WONN

LOAN NO.: 11125096

Property Address: 77 THOMAS LANE, STERRETT, AL 35147

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Begin at the intersection of the West line of the East one-half of the Northeast Quarter of Section 30, Township 19 South, Range 1 East, with the South right of way line of Shelby County Road No. 280, (formerly U.S. Highway 280); thence run South along said West line for a distance of 389 feet to the point of beginning; thence continue South for a distance of 135.0 feet; thence turn an angle of 88 degrees 20 minutes 36 seconds to the left and run a distance of 145.0 feet; thence turn an angle of 91 degrees 39 minutes 24 seconds to the left and run a distance of 135.0 feet; thence turn an angle of 88 degrees 20 minutes 40 seconds to the left and run a distance of 145.0 feet to the point of beginning.

Together with easement for Ingress and Egress:

Easement No. I:

Begin at the intersection of the West line of the East one-half of the Northeast Quarter of Section 30, Township 19 South, Range 1 East with the South right of way line of Shelby County Road No. 280 (formerly U. S. Highway 280); thence run South along said West line for a distance of 314 feet; thence turn an angle of 88 degrees 20 minutes 40 seconds to the left and run a distance of 197.19 feet to the point of beginning of the centerline of a easement for ingress, egress; thence turn an angle of 117 degrees 10 minutes 36 seconds to the right and run a distance of 108.35 feet to the point of ending.

Easement No. II:

Commencing at the South right of way line of Shelby County 280 at a point that is 121.46 feet East of the West Boundary Line of the East one-half of the Northeast Quarter of Section 30, Township 19 South, Range 1 East, said point being the POINT OF BEGINNING of the centerline of a easement for ingress, egress and the centerline of a paved driveway known as Thomas Lane; thence South 5 degrees 06 minutes 37 seconds East, a distance of 40.27 feet; thence South 30 degrees 35 minutes 01 seconds East, a distance of 40.86 feet; thence South 44 degrees 37 minutes 42 seconds East, a distance of 60.97 feet; thence South 36 degrees 33 minutes 53 seconds East, a distance of 53.65 feet; thence South 22 degrees 11 minutes 33 seconds East, a distance of 42.76 feet; thence South 7 degrees 20 minutes 21 seconds East, a distance of 43.63 feet; thence South 0 degrees 39 minutes 28 seconds West, a distance of 25.73 feet; thence South 21 degrees 27 minutes 50 seconds West, a distance of 26.26 feet; thence South 62 degrees 09 minutes 06 seconds West, a distance of 22.61 feet; thence South 34 degrees 42 minutes 13 seconds West, a distance of 20.77 to the point of ending of Easement No. 1.

Situated in Shelby County, Alabama.

2003 Cavalier Mobile Home - Serial #51318, Model #B6024.