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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made this 5TH day of NOVEMBER, 2004,
by and between CHARLES M FRUSTERIO and MELANIE S FRUSTERIO HUSBAND AND WIFE
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 12/1/2003 made by the MORTGAGOR to MORTGAGEE, recorded in ~~BOOK~~ Page(s) Instrument 20040108000015060 Public Record of SHELBY, County, State of AL securing a debt evidenced by a NOTE dated 12/1/2003, in the original amount of \$ 680,000.00, 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 promise and agreements exchanged the parties hereto agree as follows, 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 \$ 680,000.00 and the interest has been paid to 12/1/04.
2. The terms of the NOTE are modified in accordance with the terms and provisions which provide:

Principal and interest of said Note shall be payable in consecutive monthly installments to be 3,208.18 THREE THOUSAND TWO HUNDRED EIGHT AND 18/100 Dollars (\$ 3,208.18) due on the first day of each month beginning 1/1/05 If on 12/1/33 (the "Maturity Date") I still owe amounts under this Note, I will pay those amounts in full on that date.

3. Nothing herein invalidates or shall impair or release any covenants agreements or stipulations in the Note, Security Instrument and/or Rider(s) 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. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and/or Rider(s), including but not limited to the payment of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under Security Instrument.
4. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
5. 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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Loan Number: 41588899

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

[Signature]
Mortgagor CHARLES M FRUSTERIO

[Signature]
Mortgagor MELANIE S FRUSTERIO

SouthTrust Mortgage Corporation

By: [Signature]

Its: Vice President

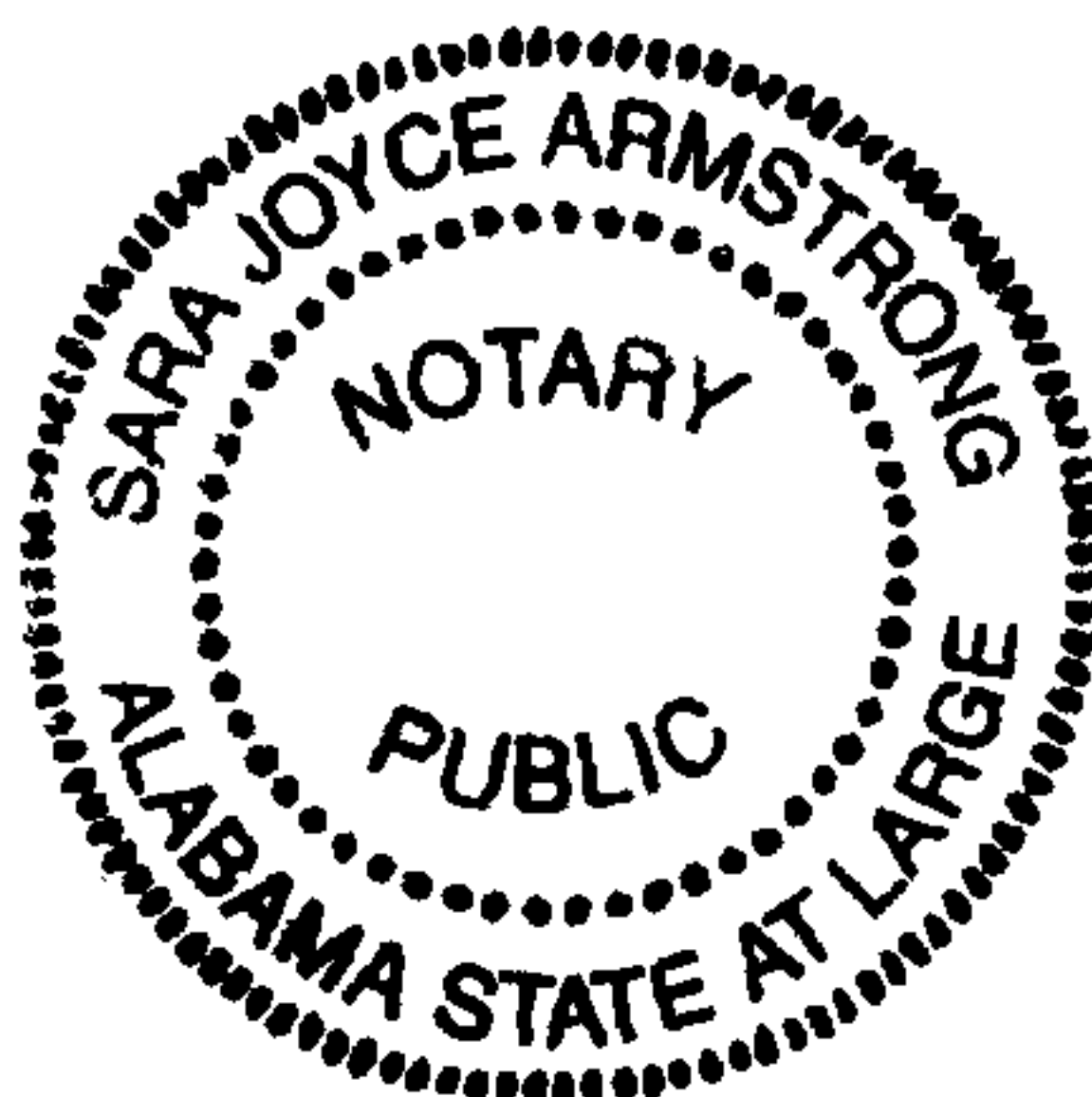
Witness:

Witness:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 8TH day of NOVEMBER, 2004, by Charles M. Frusterio and Melanie S. Frusterio who is personally known to me or who has produced drivers license as identification and who did (did not) take an oath.



[Signature]
Notary

Clayton T. Sweeney
Printed Name of Notary

Serial Number, if any

6-5-2007
Commission Expiration Date

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 8TH day of NOVEMBER, 2004, by MONICA SPRAY and N/A as VICE PRESIDENT under the laws of the State of DELAWARE on its behalf. The foregoing officers who are personally known to me and did not take an oath.

[Signature]
Notary

SARA JOYCE ARMSTRONG
Printed Name of Notary

Serial Number, if any

10-15-2006
Commission Expiration Date

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Mortgagor CHARLES M FRUSTERIO

Mortgagor MELANIE S FRUSTERIO

SouthTrust Mortgage Corporation

By: Monica Spray
Its: Vice President

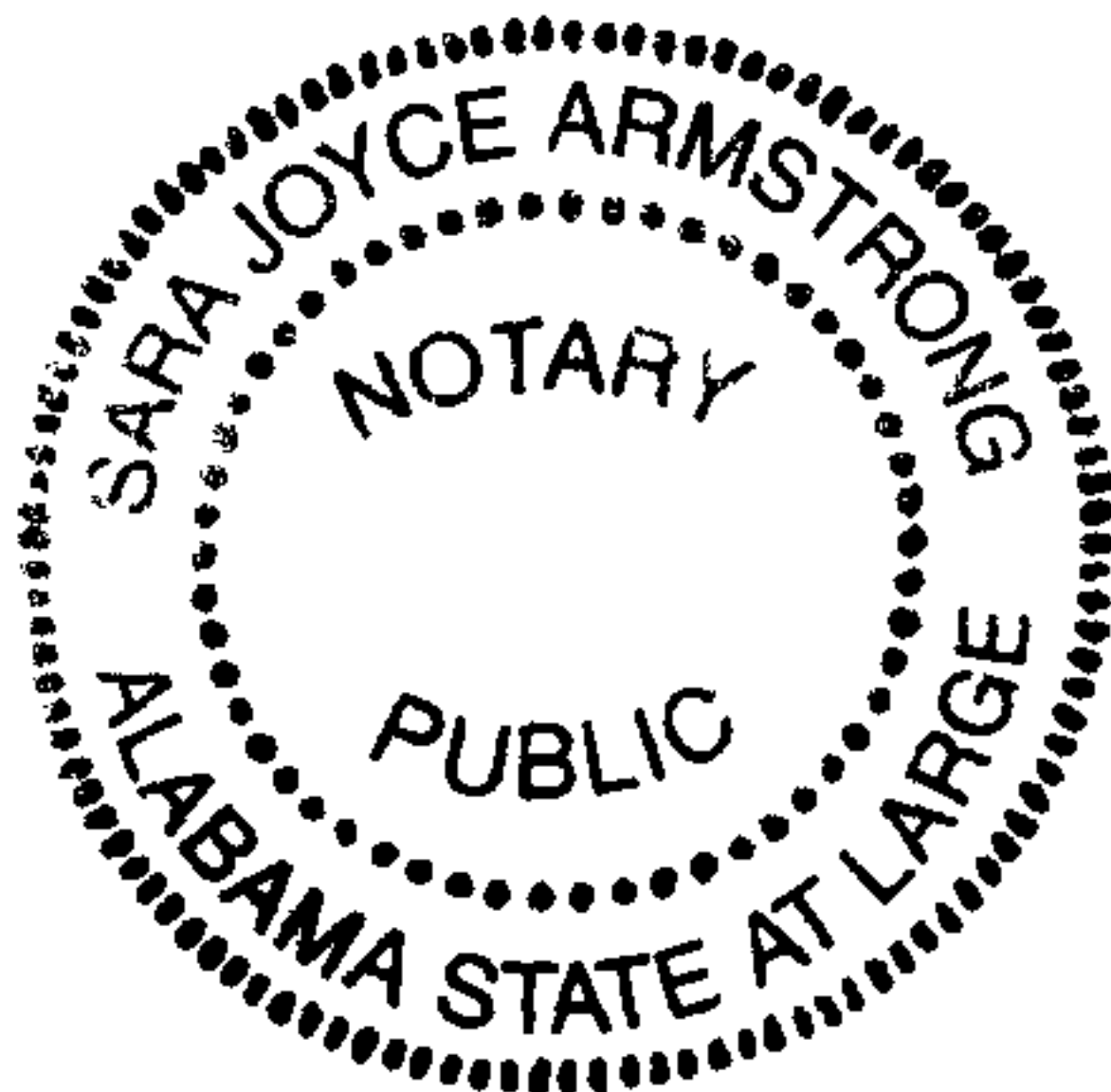
Witness:

Witness:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 8TH day of NOVEMBER, 2004, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Notary

Printed Name of Notary

Serial Number, if any

Commission Expiration Date

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 8TH day of NOVEMBER, 2004, by MONICA SPRAY and N/A/ as VICE PRESIDENT under the laws of the State of DELWARE on its behalf. The foregoing officers who are personally known to me and did not take an oath.

Sara Joyce Armstrong
Notary

SARA JOYCE ARMSTRONG
Printed Name of Notary

Serial Number, if any

10-15-2006
Commission Expiration Date

EXHIBIT A
LEGAL DESCRIPTION

Lot 1-A, according to the Survey of Greystone 9th Sector, Phase II and acreage, as recorded in Map Book 32, Page 9, in the Probate Office of Shelby County, Alabama.