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Shelby Cnty Judge of Probate,AL
09/16/2005 11:11:47AM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of August, 2005, between STANLEY J. BURSON and SANDRA H. BURSON, HUSBAND AND WIFE

("Borrower") and

FIRST AMERICAN BANK, AN ALABAMA BANKING CORPORATION

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated DECEMBER 22, 2004 and recorded in Book or Liber ** , at page(s) , of the JUDGE OF PROBATE 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

4822 BRIDGEWATER ROAD,BIRMINGHAM,AL 35243 ,
[Property Address]

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LOAN MODIFICATION AGREEMENT-Single Family-**Fannie Mae Uniform Instrument**

VMP-852R (0005) **Form 3179 1/01**
Page 1 of 4 MW 05/00 Initials: SJB DHB
VMP MORTGAGE FORMS - (800)521-7291

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the real property described being set forth as follows:
LOT 3, ACCORDING TO THE AMENDED MAP OF FOURTH SECTOR ALTADENA BEND, AS RECORDED IN MAP BOOK 7, PAGE 90, 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 or Security Instrument):

1. As of AUGUST 22, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 333,700.00, 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 5.7500 %, from AUGUST 22, 2005. Borrower promises to make monthly payments of principal and interest of U.S. $ 1,947.38, beginning on the 1 day of OCTOBER 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 1, 2035 (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 , P.O. BOX 37, BIRMINGHAM, AL 35201

   or at such other place as Lender may require.

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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.

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Initials: SB

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_____ (Seal)
STANLEY J. BURSON -Borrower

_____ (Seal)
SANDRA H. BURSON -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

FIRST AMERICAN BANK _____ (Seal)
-Lender

By: _____
LAURIE W. TRIMM, VICE-PRESIDENT

[Acknowledgments To Be Attached]

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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stanley J. Burson and Sandra H. Burson husband and wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of August, 2005.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 27, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Shay L. Traywick, A Notary Public, in and for said County in said State, hereby certify that Laurie W. Trimm, whose name as Vice President of First American Bank, an Corporation , is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she, as such officer and with full authority, execute the same voluntarily for and as the act of said association.

Given under my hand this the 17th day of August, 2005.

Shay L. Traywick
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS