R0511-2544

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Shelby Cnty Judge of Probate, AL
12/12/2005 12:45:22PM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29TH day of NOVEMBER, 2005, between PHILLIP E. MCGRAW AND WIFE, MOLLY T. MCGRAW ("Borrower") and THE BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, DATED: 02/11/2005 RECORDED IN DOCUMENT 20050215000074290, PAGES 1/19, OFFICIAL RECORDS of SHELBY County, ALABAMA and (2) the Note,
[County and State, or other Jurisdiction]

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 686 ALSTON FARM ROAD, COLUMBIANA, ALABAMA 35051,
[Property Address]

1700274892

Initials: PEM MGM

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the real property described being set forth as follows:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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 NOVEMBER 29, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $248,000.00, 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 6.2500 %, from NOVEMBER 29, 2005. Borrower promises to make monthly payments of principal and interest of U.S. $1,526.98, beginning on the 1ST day of JANUARY, 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.2500 % 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 DECEMBER 01, 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 17 NORTH 20TH STREET
BIRMINGHAM, AL 35203
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, 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.

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Phillip E. McGraw (Seal)
PHILLIP E. MCGRAW -Borrower

Molly T. McGraw (Seal)
MOLLY T. MCGRAW -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

THE BANK

-Lender

By: Barbara Schupchinde

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STATE OF ALABAMA

County of JEFFERSON

Before me, the undersigned, on this day personally appeared PHILLIP E. MCGRAW AND MOLLY T. MCGRAW, HUSBAND AND WIFE

known to me (or proved to me on the oath of _____, or through _____) to be the person(s) whose name(s) ARE subscribed to the foregoing instrument and acknowledged to me that THEY executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29TH day of NOVEMBER, 2005.

(Seal)

Notary Public

04/23/58

STATE OF ALABAMA

County of JEFFERSON

Before me, the undersigned, on this day personally appeared Barbara Bobinchuck Mortgage Operations Manager, of THE BANK

known to me (or proved to me on the oath of _____, or through _____) to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29th day of NOVEMBER, 2005.

(Seal)

SHERRY J. HAYES NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public

My Commission expires: May 11, 2006

Initials: PEM

1700274892

VMP-852R (0502)

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

Return To:
THE BANK, ATTN: MORTGAGE BANKING

17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

EXHIBIT A

A parcel of land situated in the Southwest quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Commence at a 3/8 inch rebar found locally accepted to be the Northwest corner of the Southwest quarter of said Section 17; thence run in a Southerly direction along the West line of said quarter Section for a distance of 1,679.61 feel 10 the point of beginning; thence continue along last stated course for a distance of 60.54 feet to a point; thence turn an angle to the left of 102 degrees, 38 minutes, 07 seconds and run in a Northeasterly direction for a distance of 241.02 feet 10 a point; thence turn an angle to the left of 38 degrees, 18 minutes, 45 seconds and run in a Northeasterly direction for a distance of 278.90 feet to a point; thence turn an angle to the left of 08 degrees, 56 minutes, 47 seconds and run in a Northeasterly direction for a distance of 176.23 feet to a point; thence turn an angle to the right of 17 degrees, 42 minutes, 29 seconds and run in a Northeasterly direction for a distance of 217.97 feet to a point; thence turn an angle to the right of 78 degrees, 07 minutes, 41 seconds and run in a Southeasterly direction for a distance of 33.02 feet to a point; thence turn an angle to the left of 79 degrees, 56 minutes, 36 seconds and run in a Northeasterly direction for a distance of 90.28 feet to a point; thence turn an angle to the left of 37 degrees, 48 minutes, 58 seconds and run in a Northeasterly direction for a distance of 167.85 feet to a point; thence turn an angle to the left of 93 degrees, 06 minutes, 18 seconds and run in a Northwesterly direction for a distance of 227.75 feet to a point; thence turn an angle to the left of 95 degrees, 07 minutes, 47 seconds and run in a Southerly direction for a distance of 149.05 feet to a point; thence turn an angle to the left of 54 degrees, 00 minutes, 22 seconds and run in a Southeasterly direction for a distance of 106.54 feet to a point; thence turn an angle to the right of 101 degrees, 49 minutes, 53 seconds and run in a Southwesterly direction for a distance of 216.86 feet to a point; thence turn an angle to the left of 17 degrees, 32 minutes, 12 seconds and run in a Southwesterly direction for a distance of 180.28 feet to a point; thence turn an angle to the right of 08 degrees, 47 minutes, 25 seconds and run in a Southwesterly direction for a distance of 263.03 feet to a point; thence turn an angle to the right of 42 degrees, 13 minutes, 06 seconds and run in a Southwesterly direction for a distance of 115.03 feet to a point; thence turn an angle to the right of 07 degrees, 29 minutes, 49 seconds and run in a Southwesterly direction for a distance of 105.25 feet to the point of beginning;

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