

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of DECEMBER, 1993, between  
ROBERT F. BUMPUS, JR. AND WIFE, NORMA JANE BUMPUS

("Borrower") and  
SOUTHTRUST MORTGAGE CORPORATION ("Lender"), amends  
and supplements (1) the Mortgage, Deed of Trust to Secure Debt (the  
"Security Instrument"), dated JANUARY 11, 1993, and recorded in  
Book or Liber 1993, at page(s) 01671, of the JUDGE OF  
PROBATE Records of SHELBY COUNTY, ALABAMA, 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

1106 WATER EDGE COURT, BIRMINGHAM, ALABAMA 35244

(Property Address)

the real property described being set forth as follows:

LOT 304, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, TENTH  
ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 47, 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 FEBRUARY 1, 1994, the amount payable under  
the Note and the Security Instrument (the "Unpaid  
Principal Balance") is U.S. \$109,664.69, consisting  
of the amount(s) loaned to the Borrower by the Lender and  
any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Bal-  
ance, plus interest, to the order of the Lender. Interest  
will be charged on the Unpaid Principal Balance at the  
yearly rate of 7.375 %, from FEBRUARY 1, 1994.  
The Borrower promises to make monthly payments of  
principal and interest of U.S. \$1048.58, beginning  
on the FIRST day of MARCH, 1994, and  
continuing thereafter on the same day of each month  
until principal and interest are paid in full. If on  
FEBRUARY 1, 2008 (the "Maturity Date"), the  
Borrower still owes amounts under the Note and Security  
Instruments, as amended by this Agreement, the Borrower  
will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at  
P.O. BOX 532060, BIRMINGHAM, ALABAMA 35253-2060  
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it

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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14:50

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is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 #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 or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

SOUTHTRUST MORTGAGE CORPORATION (Seal)  
Lender

By:

Lee Higginbotham Vice President

Witness

Robert Thompson (Seal)  
Borrower

Norma Jane Thompson (Seal)  
Borrower

Mary Jo Slight  
Witness

Rosemary Stroud  
Witness

(Space Below This Line For Acknowledgments)

STATE OF Alabama  
COUNTY OF Jefferson

On this 10 day of February, 1994, before me personally appeared Robert and Norma Bumpus, to me known or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Connie D. Steeds

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES JUNE 3, 1995

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN SAID STATE, hereby certify that LEE HIGGINBOTHAM, WHOSE NAME AS VICE PRESIDENT, is signed to the foregoing instrument, and who is known to me, acknowledge before me that being informed of the contents of said instrument, she as such officer and with full authority executed the same as the act and deed of said Corporation.

WITNESS my hand and official seal in said County and State this 10th day of February, 1994.

Rhonda Carr

NOTARY PUBLIC

My Commission Expires: 5/19/94 Inst # 1994-06504

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