

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of May, 1998, between Barbara B. Brown and Danny H. Brown ("Borrower") and AMSOUTH BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 12, 1992 and recorded in Book or Liber 398 at page(s) 621 which mortgage was assigned to AMSOUTH BANK on March 12, 1992 in Assignment of Mortgage Book 398, page 612, of the County Clerk's Office 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 2338 Tahiti Lane, Alabaster, Alabama.

The real property described being set forth as follows:

Lot 6, Block 6, according to the Survey of Southwind, Second Sector, as recorded in Map Book 6, Page 106, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

In consideration of the mutual promise and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of June 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is US\$ 74,441.02, 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 Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.00% from July 1, 1998, subject to the Adjustable Rate Mortgage modifications set forth in the terms of the said Mortgage and Note. The Borrower promises to make monthly payments of principal and interest of US\$ 583.52, beginning on the first day of July, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2022, (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 1501 Woodfield Road, Schaumburg, Illinois 60173-4982 or at such other place as the Lender may require.

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

07/06/1998-25262
01:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 125.25

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 prior to the expiration of this period. The Lender may invoke any remedies permitted by the 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.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction of 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness:

Shante Williams
Shante Williams

Borrower:

Barbara B. Brown
Barbara B. Brown
Danny H. Brown
Danny H. Brown

Acknowledged and Agreed
AmSouth Bank, as Lender

By: Brent A. Sloman
Brent A. Sloman

Its: Vice President

LEGAL DESCRIPTION

Lot 6, Block 6, according to the Survey of Southwind, Second Sector, as recorded in Map Book 6, Page 106, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1998-25262

07/06/1998-25262
01:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 125.25