

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 11th day of December, 1998, between Jack B. Rutledge and his wife, Sharon W. Rutledge ("Borrowers") and Standard Mortgage Corporation of Georgia ("Lender") amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 29, 1998, and recorded in Instrument No. 1998-21176 of the Probate Records of Shelby County, Alabama, and 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: 1032 Riverchase Cove, Birmingham, Alabama 35244 ("Property Address"), the real property described being set forth as follows:

Lot 9, according to the Survey of Riverchase Cove, as recorded in Map Book 20, page 109, 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 December 1, 1998, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$200,000.00 consisting of the amount(s) loaned to the borrower by the Lender and any other 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 6.5% from December 4, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,264.14 beginning on February 1, 1999, and continuing thereafter on the same day of each succeeding until principal and interest are paid in full. If on January 1, 2029 (the "Maturity Date") the Borrower still owes amounts under the Note and the 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 5 Peachtree Dunwoody Road, Suite D-100, Atlanta, Georgia 30342 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 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 was 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 the remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower shall comply with all other covenant, 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 conditions are forever canceled, null and void, as of the date specified in paragraph number 1:

(a) All terms, conditions, 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, conditions, 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

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this Agreement, the and Security Instrument will remain unchanged, and the Borrower and Lender will be bound to and comply with all of the terms and provisions thereof as amended by this Agreement.

Standard Mortgage Corporation of Georgia (Seal)

Lender

By:

Kayla Blevins, Asst. Vice President

Jack B. Rutledge
Jack B. Rutledge

Sharon W. Rutledge
Sharon W. Rutledge

STATE OF ALABAMA
JEFFERSON COUN

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **Jack B. Rutledge** and his wife **Sharon W. Rutledge** whose names are signed to the foregoing instrument and who are known to acknowledged before me this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of December, 1998.

Notary Public

My Commission Expires: 6/28/2000

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