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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Modification Agreement ("Agreement"), made this 5TH day of MARCH, 1999 between JAMES A. LATHEM, JR. AND CAROL F. LATHEM, Husband and Wife ("Borrower") and SOUTHTRUST MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 29, 1998 and recorded in Book or Liber 1998, at page(s) 39323 of the Probate Office Records of Shelby County, Alabama and (2) the Note bearing the same date as, and

(Name of Records) (County and State, or other Jurisdiction)

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 439 CONROY CIRCLE BIRMINGHAM, ALABAMA 35147-

(Property Address)

the real property described being set forth as follows:

Lot 705, according to the Survey of Forest Parks - 7th Sector, as recorded in Map Book 22, at Page 150 and Instrument #1997-25443 in the Probate Office of Shelby County, Alabama.

**See attached Exhibit "A" Fixed Rate Note, which is incorporated into this modification as though written herein.

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 3/05/1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S.$ 188,400.00, 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 6.500 %, from 3/05/1999. The Borrower promises to make monthly payments of principal and interest of U.S.$ $1,197.40, beginning on the 1ST day of MAY, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 1, 2028 (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 SOUTHTRUST MORTGAGE CORPORATION P.O. BOX 11407, BIRMINGHAM, ALABAMA 35246-0021 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 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 No. 1 above:

CLAYTON T. SWEENEY, ATTORNEY AT LAW

(a) all terms and provisions of the Note and Security Instrument (if any) provided 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

_________________________ (Seal) -Lender
SOUTHTRUST MORTGAGE CORPORATION

By: Debbie Roberson

James A. Lathem Jr. (Seal) -Borrower
JAMES A. LATHEM, JR.

Carol F. Lathem (Seal) -Borrower
CAROL F. LATHEM

[Space Below This Line For Acknowledgments]

STATE OF ALABAMA , JEFFERSON County ss:

I Hereby Certify, That on this 5th day of March, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared
JAMES A. LATHEM, JR. AND CAROL F. LATHEM, Husband and Wfie
known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the same for the purpose therein contained.

I Further Certify, That on the date and year shown above before me, the subscriber, personally appeared

the agent for the party or parties secured by the foregoing instrument, and made oath in due form of law that the consideration recited in the foregoing instrument is true and bona fide, as therein set forth, that the amount of the loan secured by the foregoing instrument was disbursed by the party or parties secured to Borrower or to the person responsible for disbursement of funds in the closing transaction or its respective agent at a time no later than the execution and delivery by Borrower of the foregoing instrument, and that he is the duly authorized agent of the said party or parties secured to make this affidavit.

AS WITNESS: my hand and notarial seal.
My Commission expires: 5/29/99

Notary Public

this is to certify that this instrument was prepared under my supervision.

____

SOUTHTRUST MORTGAGE CORP.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 5th day of March, 1999, by Debbie Roberson as Assistant Vice-President of SouthTrust Mortgage Corporation, organized and existing under the laws of the State of Delaware on its behalf. The foregoing officer who is personally known to me and did not take an oath.

Barbara L. Nelson
Notary Public

Barbara L. Nelson
Printed Name of Notary

SEAL

____
Serial Number, if any

September 2, 2001
Commission Expiration Date

Loan No. 4735854
LATHEM, JR.

NOTE

BIRMINGHAM ALABAMA
[City] [State]

SEPTEMBER 29, 1998

439 CONROY CIRCLE, BIRMINGHAM, ALABAMA 35147-
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 188,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY, BIRMINGHAM, ALABAMA 35209
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on MAY 1, 1999

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 1, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at SOUTHTRUST MORTGAGE CORPORATION
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 1,197.40

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower: If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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 delivered or mailed 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

James A. Latham Jr. (Seal)
JAMES A. LATHEM, JR. -Borrower
Social Security Number [redacted]

Carol F. Latham (Seal)
CAROL F. LATHEM -Borrower
Social Security Number [redacted]

______________________ (Seal)
-Borrower
Social Security Number ______________

______________________ (Seal)
-Borrower
Social Security Number ______________

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-Borrower
Social Security Number ______________

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-Borrower
Social Security Number ______________

[Sign Original Only]