

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of MARCH, 1999, between JEFFREY A. BRADLEY AND WIFE, KIM M. BRADLEY ("Borrower") and CHARTER ONE BANK, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JANUARY 16, 1998 and recorded in Book 1998-02385, of the Shelby Records of SHELBY County, Tenn 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.

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. After the application of all payments due on the Note through and including MAY 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be US\$ 162,503.93, consisting of the unpaid amount(s) loaned to the Borrower by the Lender, including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender at the yearly rate of 7.10 %, from and after MAY 1, 1999. The Borrower promises to make monthly payments of principal and interest of US\$ 1469.73, beginning on the first day of JUNE, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on MAY 1, 2014 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, such amounts shall be due and payable in full.
3. If all or any part of the Property (as defined in the Security Instrument) 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:
 - (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 in 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 that refer to any such terms and provisions as those referred to in (a) above.
5. Borrower agrees to make the payments as specified in Paragraphs 2 and 4 hereof and understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Note shall also apply to default in the making of said modified payments hereunder.
 - (b) All covenants, agreements, stipulations and conditions in said Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under said Note and Security Instrument shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Lender is presently entitled against any property or any other persons in any way obligated

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against any property or any other persons in any way obligated for or liable on the Note and Security Instrument are expressly reserved by the Lender.

(c) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination and attorney's fees, shall be paid by Borrower and shall be secured by said Security Instrument.

(d) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Lender, shall bind and inure to the heirs, executors, administrators and assigns of the Borrower.

6. 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 hereof, as amended by this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

Bonnie Tevebaugh
Print Witness' Name: BONNIE TEVEBAUGH

Kathy Yancy
Print Witness' Name: Kathy Yancy

BORROWER (S)

Jeffrey A Bradley
Print Borrower's Name: Jeffrey A Bradley

Kim Bradley
Print Borrower's Name: Kim Bradley

ACKNOWLEDGMENT

State of Alabama, SS
County of Shelby

Before me, a Notary Public in and for said County and State, personally appeared the above named Jeffrey Bradley and Kim Bradley who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Helen, Alabama, this 15 day of April, 1999.

Vicki Hughes
Notary Public

Agreed to by (COMC, COB, FFOM):

Charter One Bank, F.S.B.

By:

Janie J. Daniel
Janie J. Daniel, Authorized Signer

This instrument prepared by and after recording should be returned to:

Charter One Mortgage Corp.
Attn: Special Loans Dept.
2812 Emerywood Parkway
Richmond, VA 23233
Loan No.: 1944321

MY COMMISSION EXPIRES FEB. 28, 2000

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