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## ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made this 3RD day FEBRUARY, 2000, by and between  
G. CLINTON DILLARD AND AMY M. DILLARD, HUSBAND AND WIFE

called "MORTGAGOR" and SOUTHTRUST MORTGAGE CORP., hereinafter called "MORTGAGEE"

### RECITALS:

A. "MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated JULY 27, 1999 made by the MORTGAGOR to MORTGAGEE, recorded in Book 1999 page(s) 33626 Public Record of SHELBY County, State of ALABAMA securing a debt evidenced by a NOTE dated JULY 27, 1999 in the original amount of \$ 240,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. MORTGAGOR, the owner in fee simple of all of the property subject to the Security Instrument, has requested MORTGAGEE to modify Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

"NOW, THEREFORE, in consideration of the mutual promise and agreements exchanged, the parties hereto agree as following, notwithstanding anything to the contrary contained in the Note, Security Instrument or any Rider thereto."

1. As of this date the unpaid principal balance of the NOTE is \$ 240,000.00 and the interest has been paid to March 1, 2000

2. The terms of the NOTE are modified in accordance with the terms and provisions which provide

Principal and interest of said Note shall be payable in consecutive monthly installments to be One Thousand Five Hundred Twenty Six and 79/100

Dollars (\$ 1,526.79 ) due on the first day of each month beginning APRIL 1, 2000

If on AUGUST 1, 2029 ( the "Maturity Date" ) I still owe amounts under this Note, I will pay those amounts in full on that date.

3. Nothing herein invalidates or shall impair or release any covenants, agreements or stipulations in the Note, Security Instrument and/or Rider(s) and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, Security Instrument and/or Rider, which are not inconsistent herewith. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and/or Rider(s), including, but not limited to the payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

4. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

Inst. # 2000-04506

02/14/2000-04506  
10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 12.00

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

G. Clinton Dillard  
G. CLINTON DILLARD Mortgage

Amy M. Dillard  
AMY M. DILLARD Mortgage

Witness: Lora L. Sellers  
Lora L. Sellers

Witness: Mary B. Leopard  
Mary B. Leopard

SOUTHTRUST MORTGAGE CORP.  
MORTGAGE CORPORATION  
By: Debbie Roberson  
Debbie Roberson  
Its: Vice-President

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me, this 3rd day of February, 2000, by G. Clinton Dillard and Amy M. Dillard, Husband and Wife who produced driver's license (who is personally known to me) and who did (did not) take an oath.

SEAL

Clayton T. Sweeney  
Notary  
Clayton T. Sweeney  
Printed Name of Notary

Serial Number, if any

6/5/03

Commission Expiration Date

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me, this 3rd day of February, 2000, by Debbie Roberson, Vice-President and Lora L. Sellers & Mary B. Leopard as Witnesses the laws of the State of Delaware, on its behalf. The foregoing officers who are personally known to me and did not take an oath.

SEAL

Barbara L. Nelson  
Notary  
Barbara L. Nelson  
Printed Name of Notary

Serial Number, if any

September 2, 2001

Commission Expiration Date

Inst. # 2000-04506