

After Recording Return To:

Fifth Third Bank
Loss Mitigation Department MD 10908-2
38 Fountain Square
Cincinnati, Ohio 45263

02/28/2000-06218
02:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HNS 17.00

Inst # 2000-06218

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this December 15, 1999 between Charles K. Sanders and Delisa A. Sanders ("Borrower") and Fifth Third Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 4, 1996 and recorded in Instrument #1996-07605 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 100 Ashford Way, Alabaster, AL 35007, the real property described being set forth as follows:

SEE EXHIBIT A

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 15, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$125,405.07, 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 8.37%, from December 15, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$953.17, beginning on February 1, 2000, and continuing thereafter on the same day of each succeeding month 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 Fifth Third Bank, 38 Fountain Square, Cincinnati, Ohio 45263 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 premium, 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

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(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.

Fifth Third Mortgage Company, by
Fifth Third Bank of Cincinnati, as servicing agent

BY: Tim Wilch
Tim Wilch
Assistant Vice President

Charles Sanders Delisa Sanders
Charles Sanders and Delisa Sanders

Witness (print name and sign)

Garvin Dixon Sr
Witness (print name and sign)

SOUTHTRUST BANK
OAK MOUNTAIN OFFICE

Witness (print name and sign)

Garvin Dixon Sr
Witness (print name and sign)

MY COMMISSION EXPIRES
JUNE 7, 2003.

State of:
County of:

On 12-28-99, before me personally appeared Tim Wilch, Assistant Vice President, Fifth Third Mortgage Company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Cynthia K. Smith



CYNTHIA K. SMITH
Notary Public, State of Ohio
My Commission Expires Feb. 1, 2003

State of:
County of:

On 12-24-99, before me, Charles Sanders and Delisa Sanders (*sign here*) Charles Sanders Delisa Sanders personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Gary N. Deegan

SOUTHWEST BANK
OAK MOUNTAIN BRANCH

MY COMMISSION EXPIRES
JUNE 7, 2003.

CERTIFICATION OF PREPARATION

I hereby certify that the within instrument was prepared by one of the parties of the within instrument.

Emileigh Davis

Emileigh Davis
Fifth Third Bank
Cincinnati, Ohio 45263

12-15-99

12/15/99 Date

EXHIBIT "A"

Lot 46, according to the Survey of Third Addition to Ashford Heights as recorded in Map Book 17, page 144 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

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