

LOAN NO. 1344682

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10th day of March, 2000, between GARY SMITH I.I., an unmarried man

5016 Bent River Trace

BIRMINGHAM, AL 35216

("Borrower") and Old Kent Mortgage Company, A MICHIGAN CORPORATION  
900 Circle 75 Parkway, Ste 1550, Atlanta, GA 30331 ("Lender"),  
amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security  
Instrument"), dated MAY 21, 1999 and recorded in Book or Liber , at  
page(s) , of the Probate Records of  
[Name of records]

Shelby County, Alabama

[County and State, or other Jurisdiction]

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

5016 Bent River Trace, Birmingham, Al. 35216  
[Property Address]

the real property described being set forth as follows:

Lot 220, according to the Survey of Bent River Commons, 2nd Sector, as recorded  
in Map Book 25, Page 25 in the Probate Office of Shelby County, Alabama.

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Inst • 2000-08296

03/15/2000-08296  
11:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJI 14.30

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 March 10, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 189,000.00, 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 8.75% from 03/10/2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,486.86, beginning on the 1st day of May, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 04/01/2030 (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 900 Circle 75 Parkway, Ste 1550 Atlanta, GA 30339, 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:
  - (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 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.

Old Kent Mortgage Company

(Seal)  
-Lender

By:



RICK D. SCOTT, SR.  
V.P. CONSTRUCTION LENDING

Initials: 

\_\_\_\_ (Seal)  
-Rommey

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
Borrower

**[Space Below This Line For Acknowledgments]**

STATE OF GEORGIA  
COUNTY OF COBB

On March 10, 2000  
County and State, personally appeared  
RICK D. SCOTT, SR.

RICK D. SCOTT, SR.  
to me personally known, who, being duly sworn by me, did say that he/she/they is/are the  
Y.P. CONSTRUCTION LENDING

V.P. CONSTRUCTION LENDING  
of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

deed of said corporation.

Cheryl L. Beaulieu  
Notary Public for the state of GEORGIA  
My commission expires: Notary Public, DeKalb County, Georgia  
My Commission Expires Sept. 22, 2008

(Official Seal)

**AFTER RECORDING MAIL TO:**

**Old Kent Mortgage Company  
Construction Department  
900 Circle 75 Parkway, Sml550  
Atlanta, GA 30339**

STATE OF Alabama  
COUNTY OF Jefferson

On this day personally appeared before me GARY SMITH II, an unmarried man

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

10 \_\_\_\_\_ of March, 2000

GIVEN under my hand and official seal this 10 day of March, 2000

Tatiana R. Martin  
Notary Public for the State of Alabama  
My commission expires: 6/28/2000

**(Official Seal)**

**Document Prepared By:**

Lisa Matthews  
900 Circle 75 Parkway, Ste1550, Atlanta, GA 30339

## Injektions

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11:40 AM CERTIFIED  
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