

AFTER RECORDING MAIL TO:

AP# HAMER0025083817
LN# 0001320324

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LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of March, 2000
between JOSEPH W. HAMER, JR AND CAROL E. HAMER, HUSBAND AND WIFE

("Borrower") and SUNTRUST BANK, A Georgia Corporation

, ("Lender"), amends
and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"),
dated 03/28/97 and recorded in Book or Liber 1997 at page(s)
10709, of the 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

185 NASHUA STREET, MONTEVALLO, AL 35115

[PROPERTY ADDRESS]

the real property described being set forth as follows:

**AND ASSIGNED TO SUNTRUST BANK BY ASSIGNMENT RECORDED APRIL 7, 1997.
INSTRUMENT NO. 1997-15134.

*JW/H
C.E.H.*

The Security Instrument is also being modified to provide for an adjustable rate of interest. See
attached rider.

Inst # 2000-11119

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 03/31/00, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 46,873.19, 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 as disclosed on the attached rider. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 434.52, beginning on the FIRST 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 04/01/15 (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 P.O. Box 530718, Atlanta, GA 30353-0718, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Loan Modification Agreement.

SUNTRUST BANK

LENDER

BY: Benny Hauschalter

JWH
C.E.H.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

Witness

Borrower(s)

Joseph W. Hamer, Jr.
JOSEPH W. HAMER, JR.

Carol E. Hamer
CAROL E. HAMER

Witness

Denise Alexander

Heather Lawton

SUNTRUST BANK

By Gerry Householder

Its Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that JOSEPH W. HAMER, JR AND CAROL E. HAMER

whose name(s) is/are signed to the foregoing instrument and who is/are known to me on this day that, being informed of the contents of this instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

day of MARCH 31, 2000

My Commission Expires 11/09/02

Gene W. Gray, Jr.
Notary Public GENE W. GRAY, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that GERRY HOUSEHOLDER whose name as VICE PRESIDENT of SunTrust Bank, Alabama, N.A., a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this 29th day of MARCH, 2000.

My Commission Expires My Commission Expires MAY 28, 2003

Reverly J. Loebe
Notary Public

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PART OF THE S 1/2 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE MOST NORTHERLY CORNER OF LOT 16, FIRST ADDITION TO INDIAN HIGHLANDS, A MAP OF WHICH IS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 3, PAGE 6. RUN IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE EXTENSION OF THE NORTHWEST LINE OF SAID LOT 16 FOR A DISTANCE OF 190.00 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 200.00 FEET; TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF THE MONTEVALLO-ALABASTER HIGHWAY; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES 56' AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF THE MONTEVALLO-ALABASTER HIGHWAY FOR A DISTANCE OF 75.01 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 1 DEGREE 38' 30" AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF THE MONTEVALLO-ALABASTER HIGHWAY FOR A DISTANCE OF 210.04 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 1 DEGREE 44 MINUTES 36 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF THE MONTEVALLO-ALABASTER HIGHWAY FOR A DISTANCE OF 82.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 20 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 92 DEGREES 58 MINUTES 20 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 272.27 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 22 DEGREES 55 MINUTES 13 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 188.61 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 57 DEGREES 29 MINUTES AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 35.35 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 108 DEGREES 28 MINUTES AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 382.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

AP# HAMER0025083817

157 0001000000

THIS ADJUSTABLE RATE RIDER is made this 12 day of May, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SUNTRUST BANK, A Georgia Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

185 NASHUA STREET MONTREAL, AL 35115

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.00%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of May, 2003, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER - Single Family - 1 Year Treasury Index - FNMA Uniform Instrument

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Form 3118 1/89

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Initials: JWH

VMP MORTGAGE FORMS - (800) 521-7291

C.E.H.



(B) The Index Current Index 6.5800

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and Seven / Eighths (2.8750) percentage point(s) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.5000 % or less than 5.5000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage point(s) (2.0000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.5000 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

_____ (Seal) Borrower	<u>Joseph W. Hamer Jr.</u> JOSEPH W. HAMER, JR.	_____ (Seal) Borrower
_____ (Seal) Borrower	<u>Carol E. Hamer</u> CAROL E. HAMER	_____ (Seal) Borrower
_____ (Seal) Borrower		_____ (Seal) Borrower
_____ (Seal) Borrower		_____ (Seal) Borrower

Inst # 2000-11119

04/05/2000-11119
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 CJ1 29.50