

2000-12583
04/17/2000-12583
SHELBY COUNTY ALABAMA
12.00

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US Recordings, Inc.
2825 Country Drive Ste 201
St. Paul, MN 55117

Freddie Mac Loan Number: 666619719
Service Loan Number: 158198

4948308

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made this 2ND day of NOVEMBER 1998, between DAVID A. SMITH & LORILL SMITH ("Borrower") and Colonial Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust of Deed to Secure Debt (the "Security Instrument"), dated JANUARY 13, 1994, securing the original principal sum of U.S. \$138,700.00, and recorded in 1994-00647, of the JUDGE OF PROBATE Records of SHELBY COUNTY, ALABAMA; and (2) the Balloon Note (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 in the Security Instrument as the "Property", located at:

905 TEABERRY LANE, BIRMINGHAM, AL 35244
[Property Address]

The real property described being set forth as follows:

**LOT 3225, ACCORING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 32ND
ADDITION AS RECORDED IN MAP BOOK 14, PAGE 53, IN THE OFFICE OF THE JUDGE
OF PROBATE OF SHELBY COUNTY, ALABAMA**

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note of Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of JANUARY 1, 1999 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$128,356.27.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principle Balance at the yearly rate of 7.250%, beginning JANUARY 1, 1999. The Borrower promises to make monthly payments of principal and interest of U. S. \$927.77, beginning on the 1st day of FEBRUARY, 1999, and continuing thereafter in the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2024 (the "Modified Maturity Date"), the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Colonial Mortgage Company, P. O. Box 5650, Montgomery, AL 36103-5650 or at such other place as the Lender may require.

5. Nothing in this Modification shall be understood or construed to be a satisfaction of release in whole or in part of the Note and security instrument. Except as otherwise specifically provided in this Modification, the note and Security instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by; and will comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties to the Balloon Note]

[Signature]
WITNESS

[Signature] (Seal)
DAVID A SMITH
Borrower

WITNESS

[Signature] (Seal)
LORI L SMITH
Borrower

[Signature]
NOTARY PUBLIC

Borrower

1-18-2000

Mary D. Nagle
12-5-2001

Notary Seal

—[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]—

Accepted by Lender: AND APPROVED BY :

Colonial Mortgage Company (Seal)
32 Commercial St - Lender
Montgomery, AL 36104
By: [Signature]
Kathy Boston, Senior Vice President

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness Rebekah L. Estridge

[Signature]
Notary Public Kathryn M. Swezey

My Commission Expires: 02/10/2001

(Notary Seal)

Inst # 2000-12583

04/17/2000-12583
10:59 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 C31 12.00