

THIS DOCUMENT PREPARED BY:
GMAC MORTGAGE
Barbara Flores

GMAC Mortgage Loan Center
P.O. Box 85071
San Diego, CA 92186
ATTN: Specialized Servicing/wbf

Loan Number 008659427

Investor Loan Number 660863871

Inst # 2000-16986
05/24/2000-16986
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
92.50
004 MWS

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 23rd day of MARCH, 1998, between BETTY JANE JACKSON ("Borrower") and FEDERAL HOME LOAN MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 25, 1992, securing the original principal sum of U.S. \$54,400.00, and recorded January 12, 1993 as Instrument No. 1993-01095, of the Official Records of SHELBY County; and (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 127 CAMBRAIN WAY, BIRMINGHAM, ALABAMA 35242, the real property described being set forth as follows:

Unit 127 in Cambrain Wood Condominium, by-laws and amendments thereto as established by Declaration of Condominium, by-laws and amendments thereto, as recorded in Misc. Book 12, Page 87, in the Probate Office of Shelby County, Alabama, and amended by Misc. Book 13, Page 2; Misc. Book 13, Page 4 and Misc. Book 13, Page 344, in said Probate Office, together with an undivided interest in the Common Elements as set forth in said Declaration, a plan of which is attached and filed for record in Map Book 6, Page 62, in said Probate Office.

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 contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of December 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$50,992.10.

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 Principal Balance at yearly rate of 8.000 % beginning DECEMBER 01, 1997 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 393.57 , beginning on the 1st day of JANUARY, 1998 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 01, 2022 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at WELLS FARGO BANK, MORTGAGE LOAN PROCESSING MAC #2433-025, DEPT 8634, LOS ANGELES, CA 90084-8634 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfactory or 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 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 signing the Balloon Note.]

BORROWER


BETTY JANE JACKSON (Seal)
-Borrower

(Seal)
-Borrower

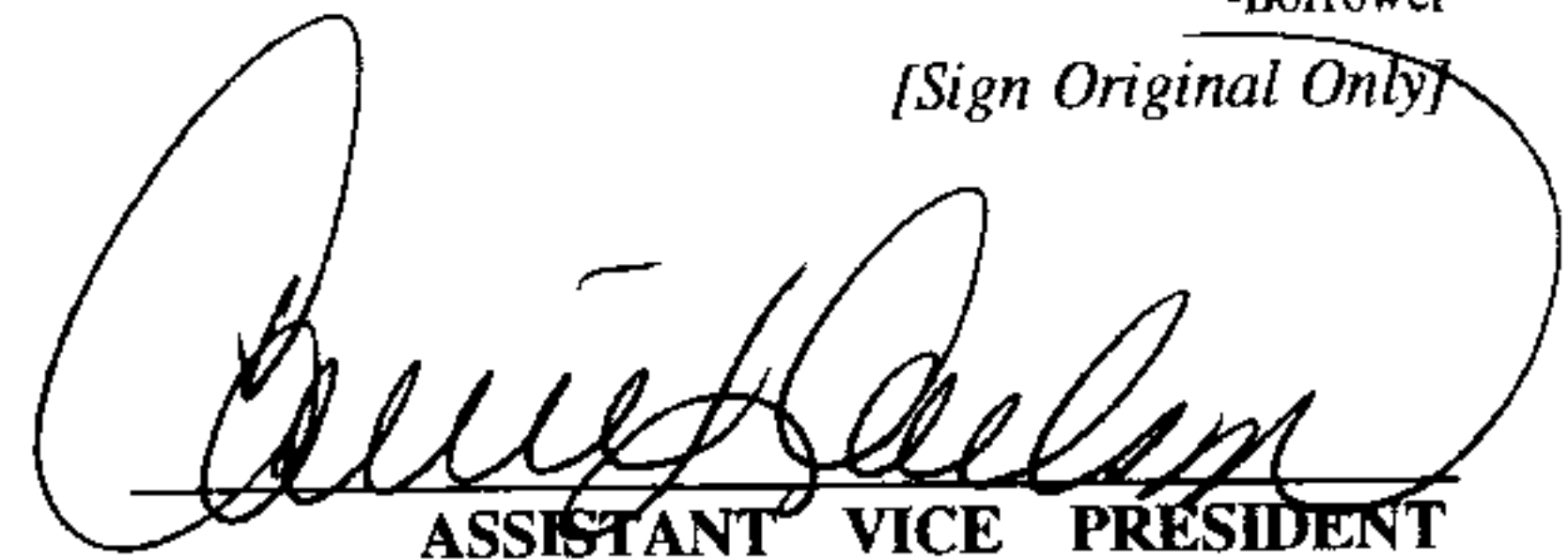
(Seal)
-Borrower

(Seal)
-Borrower

WELLS FARGO BANK, N.A., as attorney in fact
for Federal Home Loan Mortgage Corporation



VICE PRESIDENT



ASSISTANT VICE PRESIDENT

[Sign Original Only]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, JAMES W. RANEY, a Notary Public in and for said County in said State, hereby certify that BETTY JANE JACKSON, whose name is signed to foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 30 day of SEPTEMBER, 1998

James W. Raney
Notary Public

My Commission Expires:

12-29-99

(NOTARIAL SEAL)

When Recorded Mail to:
LandAmerica OneStop
101 Gateway Centre Pkwy.
Richmond, Va. 23235
Moses L. Joyner
(800) 704-7047 Ext. 8079



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

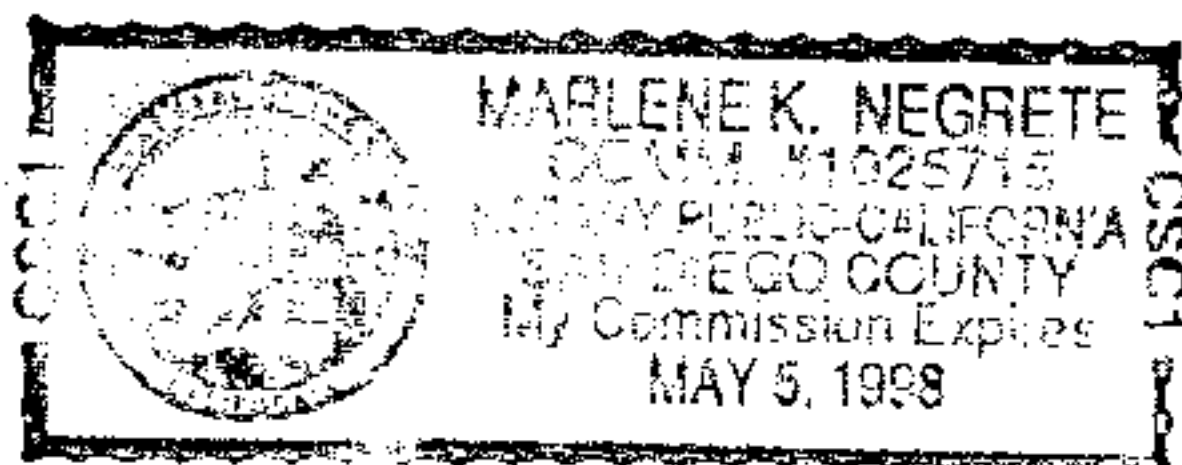
County of San Diego

On March 13, 1998 before me, Marlene K. Negrete, Notary Public
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Sheri D. Hall and Carrie L. Carlson
NAME(S) OF SIGNER(S)

(X) 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.



Marlene K. Negrete
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- () INDIVIDUAL
 (X) CORPORATE OFFICER
V.P. and A.V.P.
TITLE(S)
 () PARTNER(S) () LIMITED
 () GENERAL
 () ATTORNEY-IN-FACT
 () TRUSTEE(S)
 () GUARDIAN/CONSERVATOR
 () OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Wells Fargo Bank, N.A.

SIGNER(S) OTHER THAN NAMED ABOVE