AFTER FILING RETURN TO: DOMMA REEDER

SANCORPSOUTH SAIR MORPHAGE LOANS DÁRBION P O DRAWER 786 TUPPELO ME 20002

(862) 678-7500

2714705

Loan #

LOAN MODIFICATION AGREEMENT

between Phyllis Elicabe and SencorpSouth Benk ("Lender"), am			<u>_</u>	(Вопожег)
the state of the s	ands and simplement	is (1) the Mortgage.	Deed of Trust of Dee	d to Secure
nana atau 10 ana atau kamanan da	Mayeshler 24.	1999	BUTCHECONDEC IN DOOR	r.
A 1899-50114	or the	hondry the same	date as, and secured	by, the Security
	معماء بخصصصح لمسمس	wihad in the Sociil	it∨ lostrument and det	fined therein as th
Property," located start 2 2 1 0 new and potential property described being set for	Walley Trail	Chelsta	AL 35043	
the mel property described being set fo	rth as follows:			
SEE ATTACHED EX	CHIBIT "A"			
			a havata saraa sa falk	nus (notwithstand
in consideration of the mutual promises anything to the contrary contained in th	and agreements exc e Note or Security Ins	nanged, the partie strument):	S Hereto agree as low	34-3 (110:1014:1 10:12 :14
1. As of Nay 12, 2000		sayable under the N	lote and the Security I nsisting of the amoun	nstrument (the t(s) loaned to the
"Unpaid Principal Balance") is U.S. \$ Borrower by the Lender and any interes	st capitalized to date.			
2. The Borrower promises to pay the charged on the Unpaid Principal Balance	e Unpeid Principal Ba ce at (check appropris	lance, plus interest. Ite provisions):	to the order of the Le	nder. Interest will
				40274
FOXED RATE:			06/04/	2000-18776 M CERTIFIE N ME & REAL
At the yearty rate of 8 1 2 5 0	% from Hay 12	. 2000		N MAR OF PERSONS.
MONTHLY PAYMENTS:	; }		***	
The Borrower promises to make month	by payments of princi	pel and interest of i	ereafter on the same	day of each succe
month until principal and interest are pr	ald in Adl III on	and continuing in	2029 (ti	ne "Maturity Date"
Borrower still owes amounts under the	Michigan III. II or Specially	Instrument assum		
pay these amounts in full on the Maturi	ty Date. The Sorrows	r will make such po	syments at BancocpS	reth Book, P. O. B
Tupelo, MS 38803.3356 O				
ADJUSTABLE RATE:			Physical and page 2000 (1900)	shanno on the fifs
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Application # GENTRY9084009

I our Mod Agreement 01/00/06 or, Amend 04/07/00, or

B. Notice of Changes in Adjustable Interest Rate:

If required by law, the Lander will deliver or mail to the Borrower a notice of any changes in the adjustable interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given Borrower.

3. Fixed interest Rate Conversion Option (check appropriate provision)

[] No Conversion (Option is permitted.			
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[] Borrower has a Conversion Option that can be exercised unless Borrower is in default or the provisions of this paragraph will not permit the Borrower to do so. The "Conversion Option" is Borrower's option to convert the interest rate Borrower is required to pay by the Note and this Agreement from an adjustable rate with interest rate limits to the fixed rate calculated as follows:

- A. The new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a data and time of day specified by the Lender 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 Lender will determine the interest rate by using comparable information. The new rate calculated under this paragraph will not be greater than the Maximum Rate stated and defined hereinsbove.
- B. The conversion can only take place on a date(s) specified by the Lender during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which the adjustable interest rate can convert to the new Fixed Rate is called the "Conversion Date."
- C. It Borrower wants to exercise the Conversion Option, Borrower must first meet certain conditions. Those conditions are that: (i) Borrower must give the Lender written notice that Borrower wants to do so; (ii) on the Conversion Date, Borrower must not be in default under the Note or the Security Instrument, (iii) by a date specified by the Lender, Borrower must pay the Lender a conversion fee of U.S. \$______; and (iv) Borrower must sign and give the Lender any documents the Lender requires to effect the conversion.
- D. If Borrower chooses to exercise the Conversion Option, the Lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal Borrower is expected to owe on the Conversion Date in full on the Maturity Date at this new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Beginning with the first monthly payment after the Conversion Date. Borrower will pay the new amount as the monthly payment until the Maturity Date.

SALE OR TRANSFER OF PROPERTY:

4. 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 the Security Instrument. If the Borrower falls to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument, Note and other Loan Documents (defined as all of the other documents Lender may require concerning said loan) without further notice or demand on the Borrower.

5. The Borrower will comply with all covenants, agreements and requirements of the Note as amended by this Agreement and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrowitems, impounds and all other payments that the Borrower is obligated to make under the Security Instrument;

If Borrower has elected to pay a Fixed Rate of Interest as provided in this Agreement, the terms and provisions of this Agreement concerning a Variable Rate of Interest together with any such provisions which may be contained in the Note or/and the Security Instrument are forever cancelled and rendered null and void as of the date specified in paragraph No 1 above, and the provisions concerning a Fixed Rate of Interest elected by Borrower and described in this Agreement shall be and shall remain in full force and effect under the terms and conditions of this Agreement

If the Borrower has elected to pay an Adjustable Rate of interest as provided in this Agreement, the following terms and provisions concerning a Variable Rate of interest together with any such provisions which may be contained in the Note or/and the Security Instrument shall remain in full force and effect under the terms for a Fixed Rate of interest which may be contained in the Note and/or the Security Instrument are hereby rendered null and void and of no further force and effect as of the date specified in paragraph No. 1 above:

- A. all terms and provisions as stated in 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 other than this Agreement 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 5.A above.

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In the grant that the Borrower shall subsequently elect to exercise the option to convert the interest rate from a variable rate of interest to a fixed rate of interest as is provided in item 3 hereinabove, all of the terms and conditions certained hatein and in the Note and Security instrument applicable to a variable rate of interest shall be rendered null and void, and all of the provisions contained herein and in the Note and Security Instrument applicable to a fixed rate of interest shall of the provisions contained herein and in the Note and Security Instrument applicable to a fixed rate of interest shall apply and be and remain in full force and effect for the remaining term of the Note and this Agreement

- 6. This Agreement is hereby annexed to, incorporated in and made a part of said Note as if fully copied therein. Nothing in this Agreement shall be understood or conlittued to be a satisfaction or release in whole or in part of 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.
- 7. Every term, whenever used in this Agreement and the Loan Documents (especially the words "Borrower" and Lender") shall be construed to mean the singular, plural, neuter, masculine, or feminine whenever consistent with the context hereof The word "Lander" shall include the Lender, its successors and assigns and the Holder of the Note, Security Instrument and this Agreement. The term "Borrower" shall include the Borrower, his heirs and personal representatives and shall include all those executing the Note, Security Instrument, and this Loan Modification Agreement, and any Guaranty and all shall be jointly and severally liable thereon and hereon.
- 8. This Agreement, nor any term or provision hereof, shall not be construed to be a waiver of any of the terms and provisions of any other agreement between Borrower and Lender nor of the Note or the Security Instrument, nor shall a waiver granted by the Lender on one obcasion permit a waiver on any other occasion, and nothing in this Agreement shall be construed or understood to be a satisfaction or release in whole or in part of the Note, the Security Instrument or any other document or agreement between Borrower and Lender. Except as may be specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Lender shall be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, and all of the rights given or to be given to Lender by Borrower shall remain in full force and effect. A waiver of any right of Lender shall not be effective unless in writing and signed by a duly qualified officer of Lender, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing.
- This Agreement, the loan and Loan Documents and all related matters thereto shall be construed in accordance with and
 governed by the laws of the State of Mississippi, applicable Federal Laws, rules and regulations including, without limitation
 the rules and regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and
 the requirements of the buyer or assignee of said loan.
- 10. The provisions of this Agreement are severable, and if any provision hereof is or shall become in whole or part invalid or unenforceable in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall have no effect upon any other clause or provision hereof

IN WITNESS WHEREOF, Borrower and Lander have executed or have caused this instrument to be executed by their duty qualified Officer on the day and year first hereinabove named.

Bengan Bank (Leaster) (Scal)

Phyllic Elizabeth Genery Borrower

(Scal)

Borrower

(Scal)

Borrower

(Scal)

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(Scal)

Borrower

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Borrower

Page 3 of 5 Loan #

2714705

CORPORATE ACKNOWLEDGMENT

COUNTY OF		
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corporation, and that for and on behalf of act and doed (he) (she) executed the absolute having been duly authorized by said	ove and foregoing instrument, after	
		_ (NOTARY PUBLIC)
My Commission expires:	· ·	
(Affix official scal)	MY GUILDINGS STATE OF ALABAMA AT LARCE	

INDIVIDUAL ACKNOWLEDGMENT

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Application # GENTRY9

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Loan #

2714705

EXHIBIT A

Constance at the N.W. corner of the SW 1/4 of NE 1/4 of Section 23, Township 19
South, Range I West, run thence East along the North boundary of said SW 1/4 of
NE 1/4 a distance of 664.91 feet to a 1/2 inch rebar; thence turn 88 degrees 44
minutes 41 seconds right and run 419.63 feet to a point in the center of a 60 foot
easement for ingress, egress and utilities, known as Signal Valley Trail and recorded
in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No.
1996-10930, being the point of beginning of herein described parcel of land; thence
continue along said course and said easement centerline a distance of 400.44 feet to a
1/2 inch rebar; thence turn 88 degrees 56 minutes 12 seconds left and run 1332.68
feet to a 1/2 inch rebar; thence turn 151 degrees 55 minutes 52 seconds left and run
1219.32 feet to a point in the center of the aforementioned 60 foot easement; thence
turn 61 degrees 20 minutes 27 seconds left and run 316.00 feet along said easement
centerline to the point of beginning of herein described parcel of land situated in
the SW 1/4 of NE 1/4 of Section 23, Township 19 South, Range 1 West, Shelby
County, Alabama.

Together with a 60.0 foot non-exclusive easement for ingress, egress and utilities as set out in the deed to Phyllis Elizabeth Gentry recorded in 1996-25661.

SIGNED FOR IDENTIFICATION

PHYLLIS ELIZABETH GENTRY DATE

Inst # 2000-18776

06/06/2000-18776
02:43 PM CERTIFIED
SHELBY COUNTY JUNE OF PROMATE
106 MIS 22.00