

Please Record and Return to:  
SouthTrust Mortgage Corp.  
Post Office Box 532060  
Birmingham, AL 35253-2060  
Attn: Terry Attaway

STMC Loan # 2706432  
Freddie Mac Loan # 585330751

(Space Above this Line for Recording Data)

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 26th day of April, 2000 between Sandra Ann Schlifano ("Borrower") and SouthTrust Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 28, 1993 and recorded in book or liber 1493 (first recording) at page(s) 1410, Register of Deeds Records of Shelby County, Alabama and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property as may be more particularly described in the Security Instrument and defined therein as the "Property", located at:

152 Sugar Drive, Pelham, AL 35124  
(Property Address)

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 April 26, 2000 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$64,485.70 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 8.625% from June 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$538.82 beginning on the 1st day of July, 2000 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2023 (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 532060 B'ham, AL 35253 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 the 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 fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to 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.

Inst # 2000-19159

06/08/2000-19159  
10:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 000 12.00

Angela Garner  
Witness #1  
Mary Summers  
Witness #2

Sandra A. Schifano  
Sandra A. Schifano  
Borrower

Witness #1

-Borrower-

Witness #2

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, this 3 day of MAY, 2000,  
by Sandra A. Schifano, who produced \_\_\_\_\_ as identification (who is personally known to me) and  
who did (did not) take an oath.

Seal

Kay B. Handley  
Notary Signature  
KAY B. HANDLEY  
Printed Name of Notary  
6/11/03  
Commission Expiration Date

\_\_\_\_\_  
(Space Below the Line for Acknowledgments)

Gayle Schofield  
Gayle Schofield, Vice President  
of SouthTrust Mortgage Corporation  
Its Attorney In Fact

Reggie Sallot  
Witness #1  
[Signature]  
Witness #2

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 15th day of May, 2000,  
by Gayle Schofield, Vice President, of SouthTrust Mortgage Corporation on its behalf. She is personally known  
to me and did take an oath.

Seal

Benita DeLois Dent  
Notary Signature  
Benita DeLois Dent  
Printed Name of Notary  
August 20, 2000  
Commission Expiration Date

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES AUGUST 20, 2000  
BENITA DELOIS DENT

Inst • 2000-19159

06/08/2000-19159  
10:08 AM CERTIFIED  
WELBY COUNTY JUDGE OF PROBATE  
KOE HUB 12.00