

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

AP# WILSON DF-KBC-1 LN# 612858814-P
This Loan Modification Agreement ("Agreement"), made this 5TH day of
MAY 2000, between DAVID F WILSON, HUSBAND AND CHRISTIE H
WILSON, WIFE

COMPASS BANK ("Borrower") and

("Lender"), amends and
supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated
OCTOBER 1, 1999 and recorded in Book or Liber * , at page(s)
of the JUDGE OF PROBATE Records of SHELBY, AL ,
[Name of Records] [County and State, or other Jurisdiction]

and (2) 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 therein as the "Property," located at

1169 KINGSWOOD ROAD, BIRMINGHAM, AL 35242
[Property Address]

*Inst. #1999-43744

MULTISTATE LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852U (9705) Form 3179 2/88
Page 1 of 4 MW 05/97.01 Initials: *DFW*
VMP MORTGAGE FORMS - (800)521-7291



Inst # 2000-24805

07/24/2000-24805
12:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MMS 360.60

CLAYTON T. SWEENEY, ATTORNEY AT LAW

AP# WILSON DF-FBC-1 LN# 612858814-P
the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED

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 May 5, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 226,350.00 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 7.8750 % from 8.125 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,146.82 beginning on the FIRST day of JUNE, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2015 (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 10687, BIRMINGHAM, AL 35202 or at such other place as the Lender may require.

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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.

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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.

_____ (Seal)	<i>David F. Wilson</i> by <i>Christie H. Wilson</i>
-Borrower	DAVID F WILSON, by _____ (Seal)
_____ (Seal)	Christie H. Wilson, Attorney in Fact
-Borrower	<i>Christie H. Wilson</i> _____ (Seal)
_____ (Seal)	CHRISTIE H WILSON _____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
	COMPASS BANK _____ (Seal)
	-Lender
	By: _____

MP-852U (9705)

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STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christie H. Wilson, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me 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 seal of office this the 5th day of May, 2000.

[Signature]

Notary Public

My Commission Expires: 6/5/03

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said county and in said state, hereby certify that Christie H. Wilson, whose name as Attorney in Fact for David F. Wilson, under that certain Durable Power of Attorney recorded on _____, in Real/Instrument # _____, Page _____, in the Probate Office of Shelby County, Alabama, is signed to the foregoing conveyance/instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance/instrument, _____ in capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 5th day of May, 2000.



Notary Public

My Commission expires: 6/5/03

LEGAL DESCRIPTION

Lot 1008, according to the Map of the Highland Lakes, 10th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 27, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. No. 1996-17543 and Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 10th Sector, Phase I, as recorded as Inst. #1999-43196 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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