

When Recorded Mail To:  
HomeSide Lending, Inc.  
7255 Baymeadows Way  
Jacksonville, FL 32256  
Attn: Special Loans Department

FNMA 1660499631  
HSL 12076136

5678327

Recording Requested by &  
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US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this July 14, 2000 between CHARLES W. WOOD, JR., AN UNMARRIED PERSON ("Borrower") and HOMESIDE LENDING, INC., ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated July 19, 1993 securing the original principal sum of U.S. \$ 190,000.00 and recorded as BOOK 1993 ON PAGE 22679 RECORDED ON AUGUST 2, 1993, of the Land 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 described in the Security Instrument and defined therein as the "Property", located at 3212 BROOK HIGHLAND TRACE, BIRMINGHAM, ALABAMA 35242 the real property described being set forth as follows:

**LOT 25, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 1<sup>ST</sup> SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 62 1 & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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 AUGUST 1, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 171,931.35, 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 AUGUST 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,434.48 and beginning on the 1st day of SEPTEMBER 2000 continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 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 HOMESIDE LENDING INC. 7255 Baymeadows Way, Jacksonville, FL, 32256 or 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

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SHELBY COUNTY JUDGE OF PROBATE  
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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.

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)  
CHARLES W. WOOD, JR. Borrower  
SS# [REDACTED]

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

STATE OF: Alabama }

COUNTY OF: Jefferson }

On 7/20/00 before me a Notary Public in and for said State, the undersigned personally appeared Charles W. Wood, Jr.

or personally known to me (or provided 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

Signature 

Name Linda Whidby

(Type or Print)

My commission expires 1-19-2002

HomeSide Lending, Inc  
7255 Baymeadows Way,  
Jacksonville, Florida 32256

Witness:

Eric Holt

D. Keene

D. Keene (Assistant Vice President)

Christopher I. Epps

Witness: CHRISTOPHER I. EPPS

Robyn Watson

Robyn Watson (Assistant Secretary)

STATE OF: FLORIDA}  
COUNTY OF: DUVAL}

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **D. Keene and Robyn Watson**, to me known as Assistant Vice President and Assistant Secretary, respectively of HomeSide Lending, Inc., and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 24th day of July

2000

Jo A. Shewberry  
Notary Public

My Commission expires:

NOTARY PUBLIC - STATE OF FLORIDA  
JO A. SHERWBERY  
COMMISSION # CC676013  
EXPIRES 10/18/2001  
BONDED THRU ASA 1-888-NOTARY1

Prepared by: CATHRYN COURTNEY, HomeSide Lending, Inc.  
7255 Baymeadows Way, Jacksonville, Florida 32256



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MORTGAGE MODIFIC

US Recordings

LOAN MODIFICATION AGREEMENT -- Single Family -- **Form 3179 2/88 page 3 of 3**  
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