

**BALLOON LOAN MODIFICATION**  
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

Freddie Mac Loan Number:  
Servicer Loan Number:

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS  
MUST BE EXECUTED BY THE BORROWER:  
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"), entered into effective as of the 1st  
day of May, 2000, between  
Paul Z. Rogers and wife, Leanne H. Rogers

("Borrower") and

Castle Mortgage Corporation ("Lender"),  
amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security  
Instrument"), dated April 16, 1993, securing the original principal sum of U.S.  
\$ 75,500, and recorded in Book or Liber 1993-13570, at page(s)  
of the Probate Office

[Name of Records]

Records of Shelby County, Alabama; and  
[Country and State, or other jurisdiction]

MULTISTATE BALLOON LOAN MODIFICATION - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-868U (9711)

Form 3293 2/97

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Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291

Inst # 2000-33792

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004 CJ1 17.00

(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 721 Valley View Road, Pelham, Alabama 35124

[Property Address]

the real property described being set forth as follows:

Lot 4 in Block 6, according to survey of Cahaba Valley Estates, Seventh Sector, as recorded in Map Book 6, Page 82 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of May 1, 2000, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 68,915.90.
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 the yearly rate of 8.875 %, beginning May 1, 2000. The Borrower



promises to make monthly payments of principal and interest of U.S. \$ 586.42 ,  
beginning on the 1st 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, 2023 (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 P.O. Box 12785, Birmingham, Alabama  
35202-6785 or at such other place as the Lender may require.

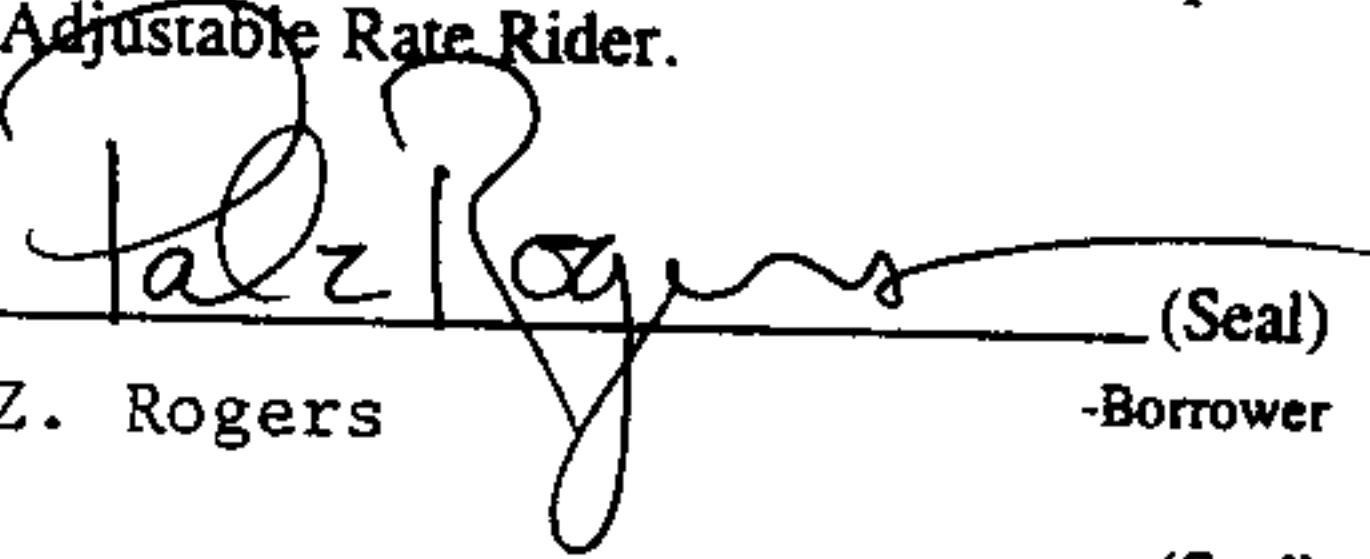
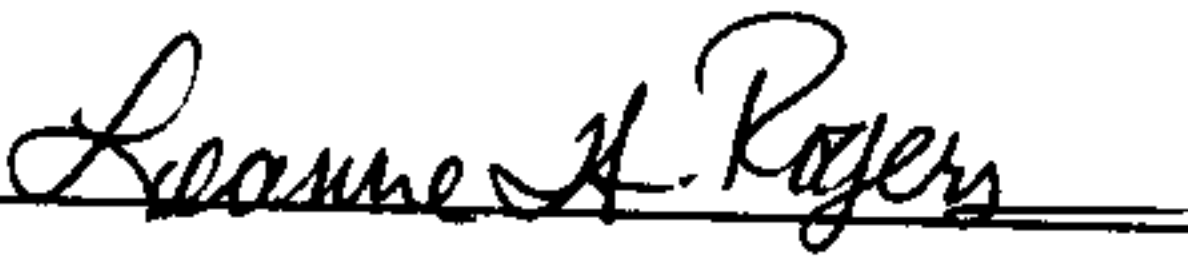
4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and  
the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all  
payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments 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 satisfaction 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 the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 _____ Paul Z. Rogers	(Seal) -Borrower	 _____ Leanne H. Rogers	(Seal) -Borrower
_____ _____ _____ _____	(Seal) -Borrower (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower	_____ _____ _____ _____	(Seal) -Borrower (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower

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