

Prepared by or under the Supervision of:

Diane Nelson
Colonial Mortgage Company
32 Commerce St.
Montgomery, AL 36104

Post # 2001-03499

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002 CJ1 177.35

Service Loan Number: 150486

6394127

~~6656133~~

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
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"), made this 19th day of September, 2000, between Kevin J Long ("Borrower") and Colonial Bank as Successor in Interest to Colonial Mortgage Company transferred by assignment to Chase Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust of Deed to Secure Debt (the "Security Instrument"), dated October 4, 1993, securing the original principal sum of U.S. \$121,200.00, and recorded in Book or Liber Instrument#1993-32648, at page(s) , of the Public Records of Shelby, Alabama; and (2) the Balloon Note (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 in the Security Instrument as the "Property", located at:

3317 McGregor Moor, Birmingham, AL 35242

[Property Address]

The real property described being set forth as follows:

LOT 3, BLOCK 3, ACCORDING TO THE SURVEY OF KERRY DOWNS, A SUBDIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 5, PAGES 135 AND 136, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

To evidence the election by the Borrower of the Conditional Right to Refinance 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 of Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of November 1, 2000 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$108,825.00.
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 Principle Balance at the yearly rate of 8.625%, beginning November 1, 2000. The Borrower promises to make monthly payments of principal and interest of U. S. \$907.96, beginning on the 1st day of December, 2000, and continuing thereafter in the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2023, (the "Modified Maturity Date"), the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at P. O. Box 5650, Montgomery, AL 36103-5650 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 Instruments; however, all the terms and provisions of the Balloon Note Addendum and Balloon rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood of construed to be a satisfaction of 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 will comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties the Balloon Note]

Carroll E Schmitt
WITNESS
[Signature]
WITNESS

[Signature] (Seal)
Kevin J Long
Borrower
[Signature] (Seal)
Borrower

State of ALABAMA

County of _____ ss:

I, Elaine Rhodes, the undersigned, a notary Public in and for said State, hereby certify that Kevin J Long and _____, whose name(s) is/are signed to the forgoing instrument and who is/are known to me, acknowledge before me this day that being informed of the contents of said instrument, they each executed the same voluntarily on the day the same bears date.

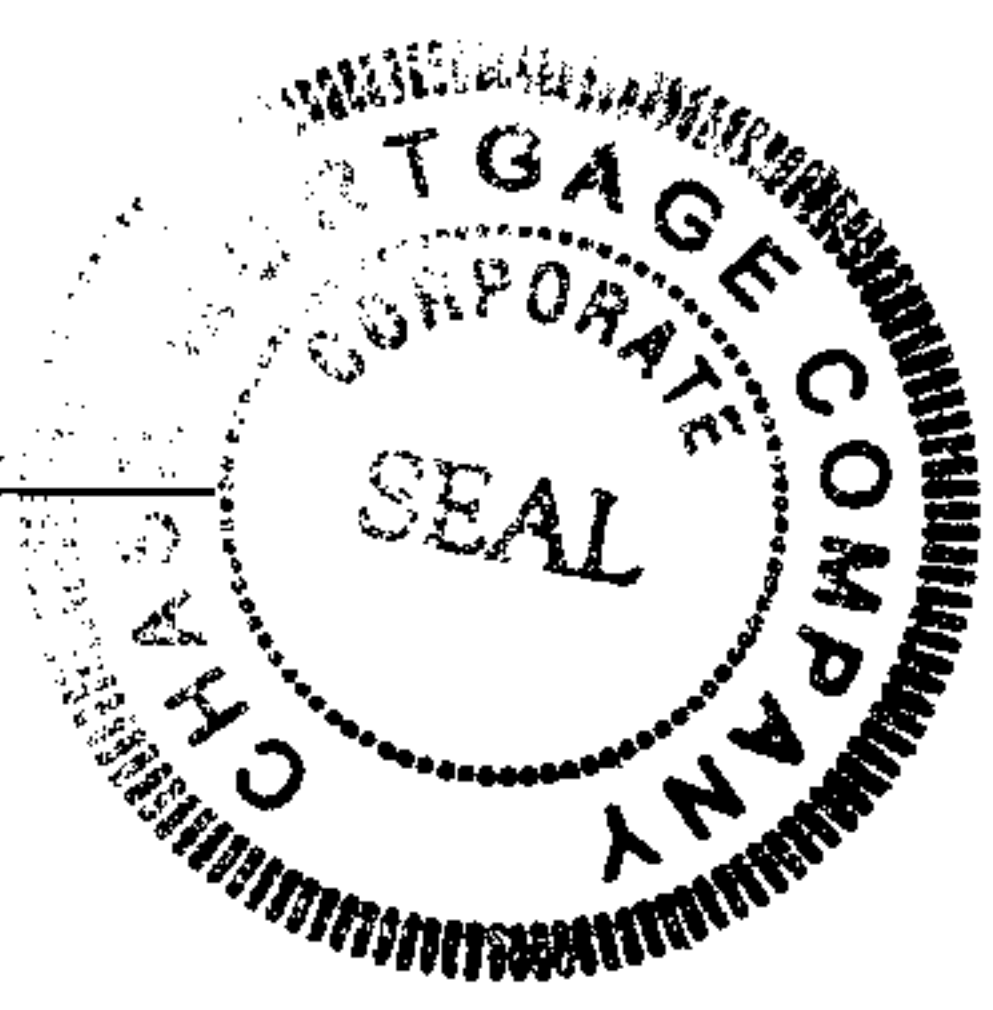
Given under my hand and seal this 3rd day of October, 2000.

Elaine Rhodes
Notary Public, State Of Alabama
My Commission Expires: 7-18-2004

---[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]---

Accepted by Lender:

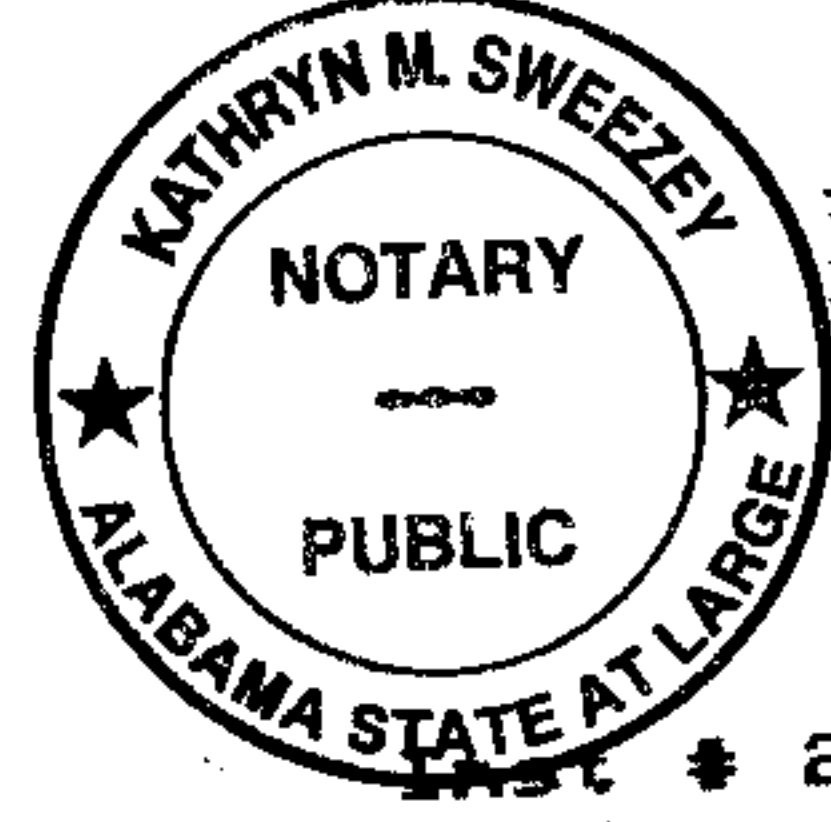
Chase Mortgage Company (Seal)
-Lender
By: [Signature]
Kathy Boston, Vice President



State of Alabama
County of Montgomery ss:

I, Kathryn M. Swezey, the undersigned authority in and for said County in said State, hereby certify that Kathy Boston as Vice President of Chase Mortgage Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 10th day of October, 2000.



Kathryn M. Swezey
Notary Public
Notary Public, State of Alabama
My Commission Expires: 09/10/2001

U06394127-01
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[Signature]