

AFTER RECORDING, RETURN TO:
BANK UNITED
3200 Southwest Freeway, SUITE 1318
HOUSTON, TEXAS 77027
ATTN: Mike Cummings

Inst # 2001-21873
05/30/2001-21873
10:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 15.00

-----[Space Above This Line For Recording Data]-----
Loan Number 6135790

MORTGAGE LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of April, 2001 between Jason L. Yates and Melanie S. Yates, 1705 Fieldstone Circle, Helena, AL. 35080 ("Borrower") and Bank United, 3200 Southwest Freeway, Houston, Texas 77027 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 23, 1996 and recorded in Book or Liber 1996-28651 at page(s) of the Official Records of Shelby County 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 1705 Fieldstone Circle, Helena, Alabama 35080, the real property described being set forth as follows:

Lot 59, according to the Survey of Second Sector, Fieldstone Park, as recorded in Map Book 16, page 114, 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 July 1, 2001 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$111,886.95, 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 7.875 % from June 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 851.61 beginning on the 1st day of July, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2026 (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 3200 Southwest Freeway, Houston, Texas 77027 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 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.

BANK UNITED
Lender

Jason L. Yates
Jason L. Yates, Borrower

By: H. Marc Helm
H. Marc Helm
Senior Vice President of Loan Administration
Bank United

Melanie S. Yates
Melanie S. Yates, Borrower

-----[Space Below This Line For Acknowledgement]-----

STATE OF TEXAS

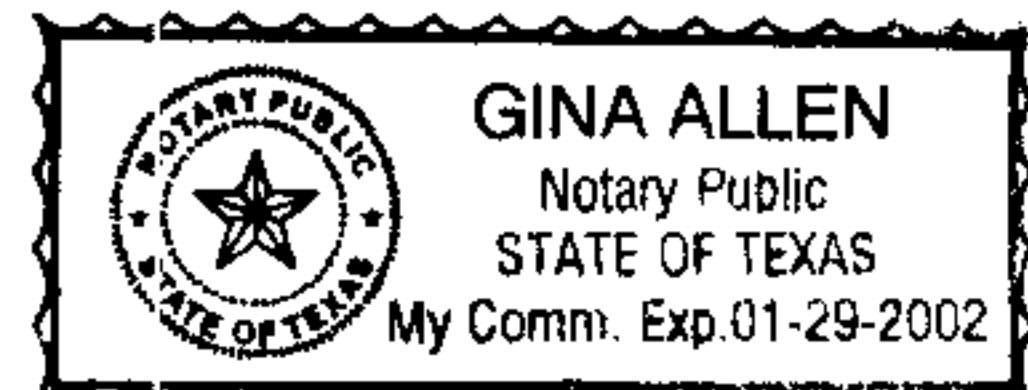
COUNTY OF HARRIS

This 14th day of May, 2001, personally came before me, Gina Allen, Notary Public for said County and State, H. Marc Helm, says that he is Senior Vice President of Bank United, and that this instrument was acknowledged that said writing to be the act and deed of said corporation.

My commission expires 1-29-02

Gina Allen
Notary Public Signature

STATE OF Alabama
COUNTY OF Shelby
OR
PARISH OF _____



On this 24 day of April, 2001, before me personally came Jason L. Yates and Melanie S. Yates to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

MY COMMISSION EXPIRES
My commission expires JUNE 7, 2003.

Judy Watkins
Notary Public Signature

Inst # 2001-21873

05/30/2001-21873
10:46 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 15.00