21.00

Z

te

Recording Requested by & When Recorded Return To: US Recordings, Inc. 2925 Country Drive Ste 201 St. Paul, MN 55117 07549366

> Freddie Mac Loan Number: 0666848025 Servicer Loan Number: 6000672268

BALLOON LOAN MODIFICATION

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

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 **First** day of May, 2001, between

Carol E. Davis

("Borrower") and

Carolina First Bank

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 29, 1994

, securing the original principal sum of U.S.

\$ 65,000.00

, and recorded in Book or Liber 1994

, at page(s) 15685

, of the

Clerk of Superior Court [Name of Records]

Records of

Shelby, Alabama

; and

[County and State, or other jurisdiction]

(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

928 Frontier Drive, Pelham, AL 35124

[Property Address]

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

VMP-868 (9711)

Form 3293 3/97

Page 1 of 3

VMP MORTGAGE FORMS-(800)521-7291

the real property described being set forth as follows:

Lot 15 in Block 1, According to the survey of Cahaba Valley Estates, First Sector, as Recorded in Map Book 5, Page 84 in the Probate Office of 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 01, 2001, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 47,443.85
- 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 yearly rate of 7.375 %, beginning May 01, 2001.

 The Borrower promises to make monthly payments of principal and interest of U.S. \$ 358.22, beginning on the First day of June, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 01, 2024 (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 11277, Columbia, SC 29211 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

Form 3293 3/97

VMP-868 (9711)

Page 2 of 3

Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender are bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

<u>J</u> Date	<u>Carol & Lauis</u> (Seal) -Borrower
Date	-Borrower
5/11/01 Date	Becley June (Seal) -Witness
5/1/0/ Date	Mara Jackson (Seal) -Witness
Date	(Seal) -Witness
Date	(Seal) -Witness

PREFAREN PORTH
CAROLINA FIRST BANK
151 Conley Mill Rq.
Lexington, 5c.

[Space Below This Line for Endorsements]		
Notary Acknowledgment (In	dividual)	
State of <u>Clabama</u> County of <u>Ifferson</u>		
On $5/1/2001$, before me, appeared Carel Charles , per part of the second contains the second contains a second contain	nue Meorden, personally ersonally known to me (or proved to me on the basis of	
satisfactory evidence) to be the person whose nam		
	e in his/her authorized capacity, and that by his/her	
	y upon behalf of which the person acted, executed the	
instrument.	, ap e ville in ville person detect, executed the	
Witness my hand and official seal		
NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Jan 27, 2002. BONDED THRU NOTARY PUBLIC UNDERWRITERS.	(This area for official notary seal)	
(Co	rporate)	
Notary Acknowledgment	F	
State of	Inst # 2001-24953	
County of	06/19/2001-24953	
	08:42 AM CERTIFIED	
On, before me, _	SHELBY COUNTY JUDGE OF PROBATE OO4 CJ1 21.00 personally	
appeared, pe	rsonally known to me (or proved to me on the basis of	
satisfactory evidence) to be the person whose name	•	
	in his/her authorized capacity, and that by his/her	
	y upon behalf of which the person acted, executed the	
instrument.		
Witness my hand and official seal	U07549366-010R04 BLLN LN MODIFICA REF# 20077294 US Recordings	

(This area for official notary seal)