

Inst # 2001-54353

# LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

AP# 10WILLINGHAM, TM LN#

This Loan Modification Agreement ("Agreement"), made this 30th day of November, 2001, between THOMAS P. WILLINGHAM and MARIA D. WILLINGHAM, HUSBAND AND WIFE

NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 27, 2000 and recorded in Book or Liber 2000, at page(s) 42988, of the PUBLIC Records of SHELBY COUNTY, ALABAMA, [Name of Records] [County and State, or other Jurisdiction]

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

554 NORTH LAKE COVE, BIRMINGHAM, AL 35242  
[Property Address]

MULTISTATE LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852U (9705) Form 3179-1/88  
Page 1 of 4 MW 05/97 Initials: *TPW/maw*  
VMP MORTGAGE FORMS - (800)521-7297



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LOAN MODIFICATION AGMNT-C852U08:40 AM CERTIFIED  
12/12/2001-54353  
SHELBY COUNTY JUDGE OF PROBATE  
004 MEL 22.00

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the real property described being set forth as follows:

LOT 5, ACCORDING TO THE SURVEY OF FIRST AMENDED PLAT OF FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE, AS RECORDED IN MAP BOOK 23, PAGE 58 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NON- EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE FARMS NORTH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT #1996/17498 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 NOVEMBER 30, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 560,000.00, 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 6.7500 %, from NOVEMBER 30, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,632.15, beginning on the 1 day of JANUARY, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 1, 2031 (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 1927 FIRST AVENUE NORTH,  
BIRMINGHAM, AL 35203  
or at such other place as the Lender may require.

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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.

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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)  
-Borrower

*Thomas P. Willingham*  
\_\_\_\_\_  
(Seal)  
THOMAS P. WILLINGHAM -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Mauro D. Willingham*  
\_\_\_\_\_  
(Seal)  
D. WILLINGHAM -Borrower

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(Seal)  
-Borrower

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-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
NATIONAL BANK OF COMMERCE OF -Lender  
BIRMINGHAM  
By: *Paul D. Smith*

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