

After Recording, Return To:
THE PEOPLES BANK & TRUST CO.
136 E.MAIN ST
PRATTVILLE, AL 36067

Inst # 2002-04638

01/28/2002-04638
12:37 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MEL 15.00

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18TH day of JANUARY, 2002
between GENA M. BARROW, A SINGLE PERSON

("Borrower") and THE PEOPLES BANK & TRUST COMPANY SECONDARY MARKET OPERATIONS

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payments Rewards Rider, if any, dated October 30, 2001 and recorded in Book or Liber _____
2001, at page(s) 47434, of the COUNTY Records of SHELBY AL

[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

104 FAIRVIEW LANE MONTEVALLO, AL 35115

[Property Address]

the real property described being set forth as follows:

Lot 2, according to the Survey of Fairview, recorded in Map Book
22, Page 135 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 JANUARY 18, 2002, the amount payable under the Note and the Security Instrument (the
"Unpaid Principal Balance") is U.S. \$ 92,400.00, consisting of the amount(s) loaned
to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will
be charged on the Unpaid Principal Balance at the yearly rate of 7.000 %, from
JANUARY 18, 2002. Borrower promises to make monthly payments of principal and interest
of U.S. \$ 614.74, beginning on the 1ST day of MARCH, 2002
, and continuing thereafter on the same day of each succeeding month until principal and interest are paid
in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to
which Borrower may be entitled. If on FEBRUARY 1, 2002 (the "Maturity Date"),
Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement,
Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at P.O. BOX 680100, PRATTVILLE, AL 36068
or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a
natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written
consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, 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 given in accordance with Section 15 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.

gmb

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

THE PEOPLES BANK & TRUST COMPANY
SECONDARY MARKET OPERATIONS

By: Susan A. Waits
SUSAN WAITS

Gena M. Barrow (Seal)
GENA M. BARROW -Borrower

Inst # 2002-04638 (Seal)
-Borrower

(Seal)
-Borrower

01/28/2002-04638
12:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
\$5.00

[Space Below This Line For Acknowledgments]

STATE OF ALABAMA

County of SHELBY

On the 18th day of January
a notary public in and for said state, personally appeared

in the year 2002

before me, the undersigned,

Gena M. Barrow

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

My Commission Expires: 5/13/04

STATE OF ALABAMA

County of SHELBY

On the 18th day of January
a notary public in and for said state, personally appeared SUSAN WAITS

in the year 2002

before me, the undersigned,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

My Commission Expires: 5/13/04