

LOAN NO. 1444830

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**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 25th day of January, 2002, between
**MARK M LEPIANKA AND
MICHELLE M LEPIANKA HUSBAND AND WIFE**

Inst # 2002-05164

01/30/2002-05164
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
503.00
005 CH

("Borrower") and
Guaranty Residential Lending, Inc.

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"),
dated August 16, 2001 and recorded in the Book or Liber 2001-35461, at page(s)
the Shelby County Judge of Probate, of the [Name of records] Records of

, and (2) the Note bearing the

[County and State, or other Jurisdiction]
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
1027 WOODLANDS COVE, HELENA, ALABAMA 35080

[Property Address]

the real property described being set forth as follows:

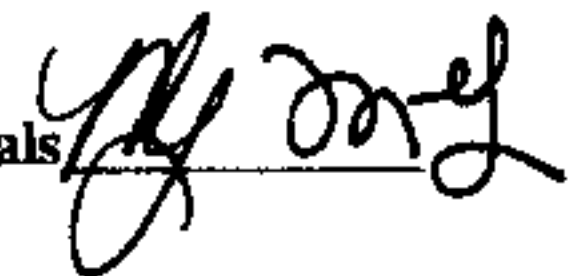
LOT 25, ACCORDING TO THE SURVEY OF THE WOODLANDS, SECTOR 1, AS RECORDED
IN MAP BOOK 27, PAGE 63, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

YF and

LOAN NO. 1444830

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 25, 2002**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$ **320,000.00**, 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 **7.125 %** from **January 25, 2002**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,155.90**, beginning on the **FIRST** day of **March, 2002**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2032** (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 **1300 S. Mopac Expressway, Austin, TX 78746-6947** or at such other place as the Lender may require.
3. 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:

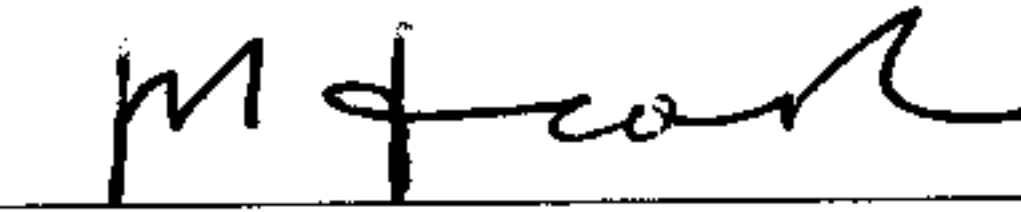


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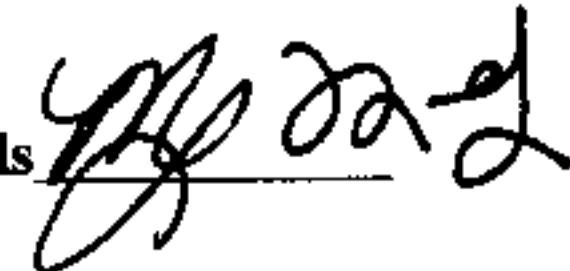
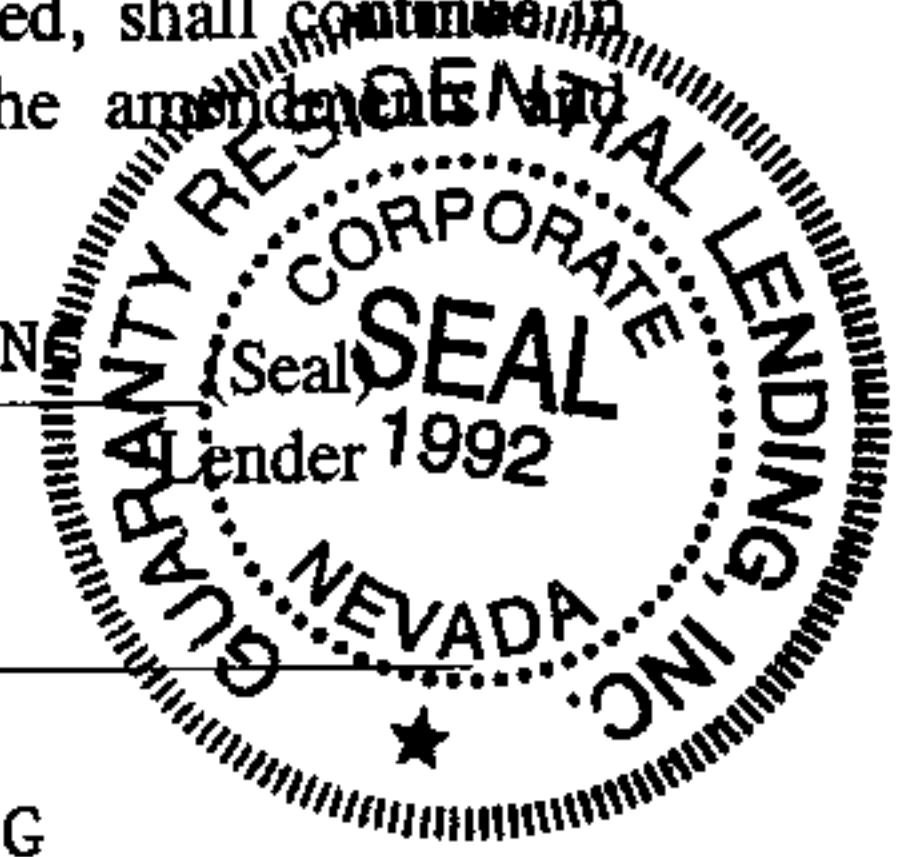
- (a) All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed 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.
4. 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.
5. The Security Instrument as hereby modified is hereby ratified and confirmed by Borrower and Lender and every provision, covenant, warranty, representation, condition, obligation, right and power contained in and under the Security Instrument and the Note, as amended, shall continue in full force and effect, affected by this Agreement only to the extent of the amendments and modification set forth above.

GUARANTY RESIDENTIAL LENDING, INC.

By:



RICK D. SCOTT, SR.
SR. V.P. CONSTRUCTION LENDING



Mark M Lepianka (Seal)
Borrower
MARK M LEPIANKA

LOAN NO. 1444830
Michelle M Lepianka (Seal)
Borrower
MICHELLE M LEPIANKA

____ (Seal) _____ (Seal)
Borrower Borrower

____ (Seal) _____ (Seal)
Borrower Borrower

____ (Seal) _____ (Seal)
Borrower Borrower

____ [Space Below This Line For Acknowledgments] _____

STATE OF GEORGIA)
COUNTY OF COBB) ss:

On JANUARY 25, 2002 before me, the undersigned, a Notary Public in and for the said County
and State, personally appeared RICK D. SCOTT, SR.

To me personally known (or producing _____ as identification), who, being duly sworn by
me, did say that he/she/they is/are the SR. V.P. CONSTRUCTION LENDING

of the corporation named herein which executed the within instrument, that the seal affixed to said instrument
is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said
corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said
instrument to be the free act and deed of said corporation.

Cheryl L. Bearden
Notary Public for the state of

Print Name: CHERYL L. BEARDEN

My commission expires: Notary Public, Cobb County, Georgia
My Commission Expires Sept. 22, 2002

(Official Seal)
TO5DN56.ov1 (0109)

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AFTER RECORDING MAIL TO:
GUARANTY RESIDENTIAL LENDING, INC.
Banking & Shipping Dept.
P.O. Box 2198
Austin, TX 78768-2198
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that mark M. Lepianka and Michelle M. Lepianka, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of January, 2002.



NOTARY PUBLIC ANNE R. STRICKLAND

My Commission Expires: 5/11/05

Document Prepared By:

Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, AL 35244

TO6DN57.ovl (0109)

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