

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of December, 2001, between VANN A. RUSSELL and CARLA L. RUSSELL, HUSBAND AND WIFE

(**"Borrower"**) and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION (**"Lender"**), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated APRIL 13, 2001 and recorded in ~~Book of Liber~~ ~~XXXXXXXXXXXXXXXXXXXX~~ at page(s) of the JUDGE OF PROBATE Records of SHELBY, AL INSTRUMENT 2001-14912 AND AMENDED [Name of Records] [County and State, or other Jurisdiction] BY INSTRUMENT and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real 2001-26132 and personal property described in the Security Instrument and defined therein as the "Property," located at 1200 GREYSTONE COVE DRIVE, BIRMINGHAM, AL 35242, [Property Address]

10RUSSELL, VANN 0

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0005) Form 3179 1/01
Page 1 of 4 MW 05/00 Initials: *VR*
VMP MORTGAGE FORMS - (800)527-1291 *OK*



Inst # 2002-07062

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the real property described being set forth as follows:

LOT 6, ACCORDING TO THE AMENDED MAP OF THE COVE OF GREYSTONE, PHASE I, RECORDED IN MAP BOOK 26, PAGE 39 A & B, 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 DECEMBER 21, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 275,000.00, 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 6.1250%, from DECEMBER 21, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,670.93, beginning on the 1ST day of FEBRUARY 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2032 (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 1927 FIRST AVENUE NORTH, BIRMINGHAM, AL 35203

or at such other place as Lender may require.

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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.

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; 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

10RUSSELL, VANN

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VANN A. RUSSELL (Seal)
-Borrower



CARLA L. RUSSELL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

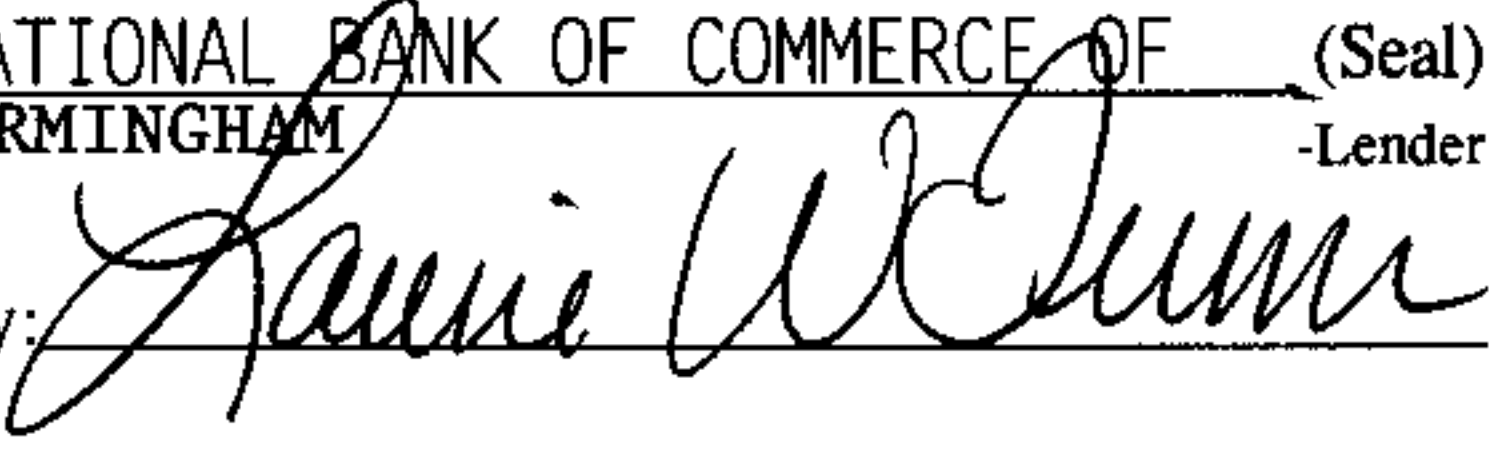
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

NATIONAL BANK OF COMMERCE OF (Seal)
BIRMINGHAM -Lender

By: 

_____ [Acknowledgments To Be Attached] _____

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