

Inst # 2002-07064

02/11/2002-07064
01:31 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
007 CH 30.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2002, between ROBERT COLE and JANICE COLE, 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 Security Deed (the "Security Instrument"), dated MAY 11, 2001 and recorded in Book or Liber 2001-~~xxxxxx~~ 21586, of the JUDGE OF PROBATE 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

266 HIGHLAND PARK DRIVE, BIRMINGHAM, AL 35242
[Property Address]

PARCEL ID # 58-09-2-09-0-007-001

C10COLE, ROBERT

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: *RC JC*
VMP MORTGAGE FORMS - (800)521-7291



the real property described being set forth as follows:

LOT 1732-A, ACCORDING TO A RE-SUBDIVISION OF HIGHLAND LAKES, 17TH SECTOR, AN EDDLEMAN PROPERTY, AS RECORDED IN MAP BOOK 27, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA, TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT NO. 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 17TH SECTOR, RECORDED IN INSTRUMENT #2000-41317, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

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 11, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 288,000.00, 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 6.6250%, from JANUARY 11, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,844.10, 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. If on FEBRUARY 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 1st AVENUE NORTH, BIRMINGHAM, ALABAMA 35203

or at such other place as Lender may require.

C10COLE, ROBERT

0

Initials: *RC JSC*

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.

C10COLE, ROBERT

0

Robert Cole (Seal)
ROBERT COLE -Borrower

Janice Cole (Seal)
JANICE COLE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

NATIONAL BANK OF COMMERCE OF (Seal)
-Lender

By: Laurie W Trimm
LAURIE W TRIMM VICE PRESIDENT

____ [Acknowledgments To Be Attached] _____

C10COLE, ROBERT

0

STATE OF ALABAMA)

COUNTY OF JEFFERSON) SS.

I, Angela Carter Brazil, a Notary Public, in and for said County in said State, hereby certify that Laurie W. Trimm whose name as Vice President of National Bank of Commerce of Birmingham, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Give under my hand this the 11th day of JANUARY, 2002.


Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Official Seal)

STATE OF ALABAMA)

SS.

COUNTY OF JEFFERSON

I, ANGELA CARTER BRAZZILL, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT

JANICE COLE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 11th day of JANUARY, 2002



Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)

SS.

COUNTY OF JEFFERSON

I, ANGELA CARTER BRAZZILL, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT

ROBERT COLE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 11th day of JANUARY, 2002



Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Inst # 2002-6786464
02/11/2002-6786464
01:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 30.00