

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of January, 2002 between Kelly Rippey ("Borrower") and Central Pacific Mortgage Company. (Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 15,1999, and recorded on December 23, 1999, in Book No.1999, on Page No. 51865392, which was assigned to CitiMortgage, Inc. successor in interest to Source On Mortgage Corporation, recorded on February 03, 2000, in Book No. 2000, on Page No. 03056, in Shelby County, Alabama, Which covers the real and personal property described in the security Instrument and defined therein as the "Property", 520 Camp Branch Road, Alabaster, AL 35007{Property Address} the real property described being set forth as follows:

"See Attached Copy of Legal Description"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained Note or Security Instrument):

- 1. As of <u>January 01, 2002</u>, the amount payable under the Note and the Security Instrument (the Unpaid Principal Balance") is U.S. <u>\$126,921.15</u> 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 8.50% from January 1, 2002
- 3. The Borrower promises to make monthly payments of principal and interest of U.S \$988.04 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 June 1, 2030 (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

CitiMortgage, Inc. MS 307 15851 Clayton Rd. Ballwin, MO 63011

Or at such other place as the Lender may require.

- 4. 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
 - 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.
- 5. 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 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.
- 6. 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.

BORROWERS: Kelly Rippey

Loan No.:

201137831

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR SIMULTANEOUS ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deed of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delays repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

Co-Borrowe:

Notice of No Oral Agreements (Multistate)

CitiMortgage, Inc. successor in interest to Source	One Mortgage Corporation Authority Manage M
(Seal)	Kelly Rippey Borrower
By: Aurel Littmo	
Janet Luttman, Vice President	Co-Borrower
	_ine for Acknowledgments]
	Witness:
	Lusia Stegoles

LENDER:

CitiMortgage, Inc. successor in interest to Source One Mortgage Corporation

BORROWER(S):

Kelly Rippey

PROPERTY ADDRESS: 520 Camp Branch Road, Alabaster, AL 35007

LOAN NUMBER:

201137831

ERROR AND OMISSION / COMPLIANCE AGREEMENT

STATE OF Alabama

COUNTY OF Shelby

The undersigned borrower(s) for and in consideration of the above-referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closings documents if deemed necessary or desirable in the reasonable discretion Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATES effective th	is day of	Helle !	MON
		Kelly Rippey	(Borrower)
			(Co-Borrower)
	Sworn to and subs	cribed before me this	lay of Felerman 2008.2

(Notary Public)

My Commission

Expires:

MY COMMISSION EXPIRES MAY 17, 2002

ALL-PURPOSE ACKNOWLEDGMENT County of Shelby State of Alabama (NOTARY'S NAME) (DATE) personally appeared Kelly Rippey of 520 Camp Branch Road, Alabaster, AL 35007 personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity free act and deed and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal **Notary Public** MY COMMISSION EXPIRES MAY 17, 2002 **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED XXXX Individuals DOCUMENT Corporate Officer LOAN MODIFICATION AGREEMENT Number of pages 9 Date of document 01/26/02 TITLE

Signers are representing:

Themselves

ACKNOWLEDGEMENT FOR LENDER

State of Michigan

County of: Oakland

On 2-22-02 before me, Dielecton name and title of officer), personally appeared Janet Luttman, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

DALE JACKSON

Notary Public, Oakland County, MI

My Commission Expires 09/29/2003

Extrapte "Y"

that of land lessend is the Southwest Platter of the Southwest Quarter of Sestion 5, while it found, lands I west. English County, Linbons, being more permissively described billows:

at the Merchoost corner of the sentiment corner of the foughteen Quarter of Los J. Romando 22 Acuth, Proge 2 Most, then you fouth along the Sast like of said tex-Quertum Section for 447.29 feet, nors or lass, to a point in the center of en and moved! would then turn as angle of 64 degrees 15 atourses 50 seconds to the right rue developmenterly along the counter line of said road for 149.5 feet to the point of mains of a surve to the less, anid surve being concave foutheasterly and having a Tel ingle of 3 degrace 10 minutes and a medius of 4\$3.53 feet, when continue in a amountarily dissection along the contex line of said youd and the are of said curve for f last, more or last, to the sed of said surve and the polat of beginning of the crace and herein described, said point also heing the point of beginning of a curve to the said durve being conserve boutbeauterly and baving a sentral angle of 11 degrees 42 ter 03 recession and a radius of 463.53 feet; then continue in a southwesterly direction e the contex line of said road and the are of raid curve for 171.77 feet, pore or bas every bis and of said overway them now me a limb thangent to the and of gate overw and The compar line of said reed for 178.42 feet, more or less, to the point of anime of a temperat curve to the right, send ourse being concess Marthvesterly and ne a content angle of 12 degrees 17 minutes If seconds and a radius of 596.85 feet, concinue in a fertheestatly direction along the center line of said road and the arg aid ourse for 199,17 fast to the sud of said surve; then rue Southwesterly on a line eat to the end of said ourse and slong the center line of said road for 250.40 feet. or less to a point on the South side of said Smethwest Currer of Southwest Quarter, turn an angle of 43 degrees 38 minutes 35 recounts to the right and run West along the a side of said Quartur-Quarter Sestion for 16-7 (set, more or less, to a point in the er of enother unnamed gravel road, said point being the paint of beginning of a surve be left, said curve being economic Morragerarly and having a contral angle of 15 see 14 minutes and a rectus of 186-73 (seet, then turn an angle of 114 degrees 64 ted Is seconds to the right to the tempert of said ourse and run Northeastarly slong and of said ourse and the senser line of said road for 127.37 feet to the end of said er then the Merchenly on a line tangent to the sad of said ourse and along the contex at said rood for 188.33 fout: then turn in angle of 17 degrees 39 minutes it seconds he right and run lasterly for \$67.11 fact, Bore or less, back to the point of maing.