


CORRECTIVE DOCUMENT RELIED TO AMEND LEGAL DESCRIPTION AND ADD MARITAL STATUS.
REFILED TO REPLACE INSTRUMENT NUMBER 2002-18329.

Record and Return to: Chandler Nowicki
Legal Department
Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, Ohio 43219

CMMC Loan No. 1964055952


20020514000226880 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
05/14/2002 08:44:00 FILED/CERTIFIED

MORTGAGE MODIFICATION AGREEMENT

This Agreement made and entered into by and between Richard A. Espisito, Jr. and wife, Kellie Payne Espisito, hereinafter referred to as "Mortgagor(s)" and Chase Manhattan Mortgage Corporation f/k/a Chase Home Mortgage Corporation whose address is 4915 Independence Parkway, Tampa, Florida 33634, hereinafter referred to as "Mortgagee,"

WITNESSETH

WHEREAS, Mortgagors and MortgageSouth, L.L.C., as the Original Lender, on the 6th day of April, 2001, entered into a certain mortgage instrument (the "Mortgage") securing a note in the principal sum of One Hundred Fifty Seven Thousand Three Hundred and No/100 Dollars and no/100 (\$157,300.00) (the "Note"), which Mortgage was recorded on April 24, 2001 in Instrument No. 2001-16009 in the County of Shelby, State of Alabama, and which mortgage was assigned by the Original Lender to the Mortgagee by assignment dated April 6th, 2001 and recorded in Instrument No. 2001-16010 in the Probate Office Shelby County, Alabama, in which Mortgage the lands securing said indebtedness were described to wit:

Legal Description

Lot 10 according to the survey of Oak Meadows, First Sector, as recorded in Map Book 20, Page 71, in the Probate Office of Shelby County, Alabama

WHEREAS, Mortgagor wishes to amend the legal description by substituting the legally described property (the "Revised Legal Description") and Mortgagor and Mortgagee have agreed to such amendments.

Revised Legal Description

Lot 10-A, according to a Resurvey of Lot 10 of Oak Meadows, First Sector, and Lot 1 according to a Resurvey of Meadows Cove, as recorded in Map Book 29, page 119, in the Probate Office of Shelby County, Alabama

NOTED PROPERTY

The property that is being revised but NOT mortgaged is described as:

Lot 1 according to a resurvey of Meadows Cove, as recorded in Map Book 24, page 53 in the Probate Office of Shelby County, Alabama.

Any and all property traded, substituted, or exchanged from the original mortgaged property to the above noted property, is hereby released from the original and/or modified mortgage.***

NOW THEREFORE, in consideration of the premises, the mutual agreement contained herein, and with the express understanding that said Mortgage now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

1. Mortgagee hereby releases all property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
2. Mortgagor hereby covenants, promises, agrees and reaffirms: a) to pay the Note at the times, in the manner, and in all respects as therein provided; b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagor therein, at the time, in the manner, and in all respects as therein provided; and c) to be bound by each and all of the terms and provisions of said Note and Mortgage.
3. This agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien against the real property described in the Revised Legal Description as is such property had been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagor, all of which shall remain in force and inure the benefit of the Mortgagee and any insurer of the title to the property described in the Revised Legal Description or the lien of the mortgage thereon.
5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Mortgage" shall be construed to mean mortgage, deed of trust, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagor" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
6. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of this

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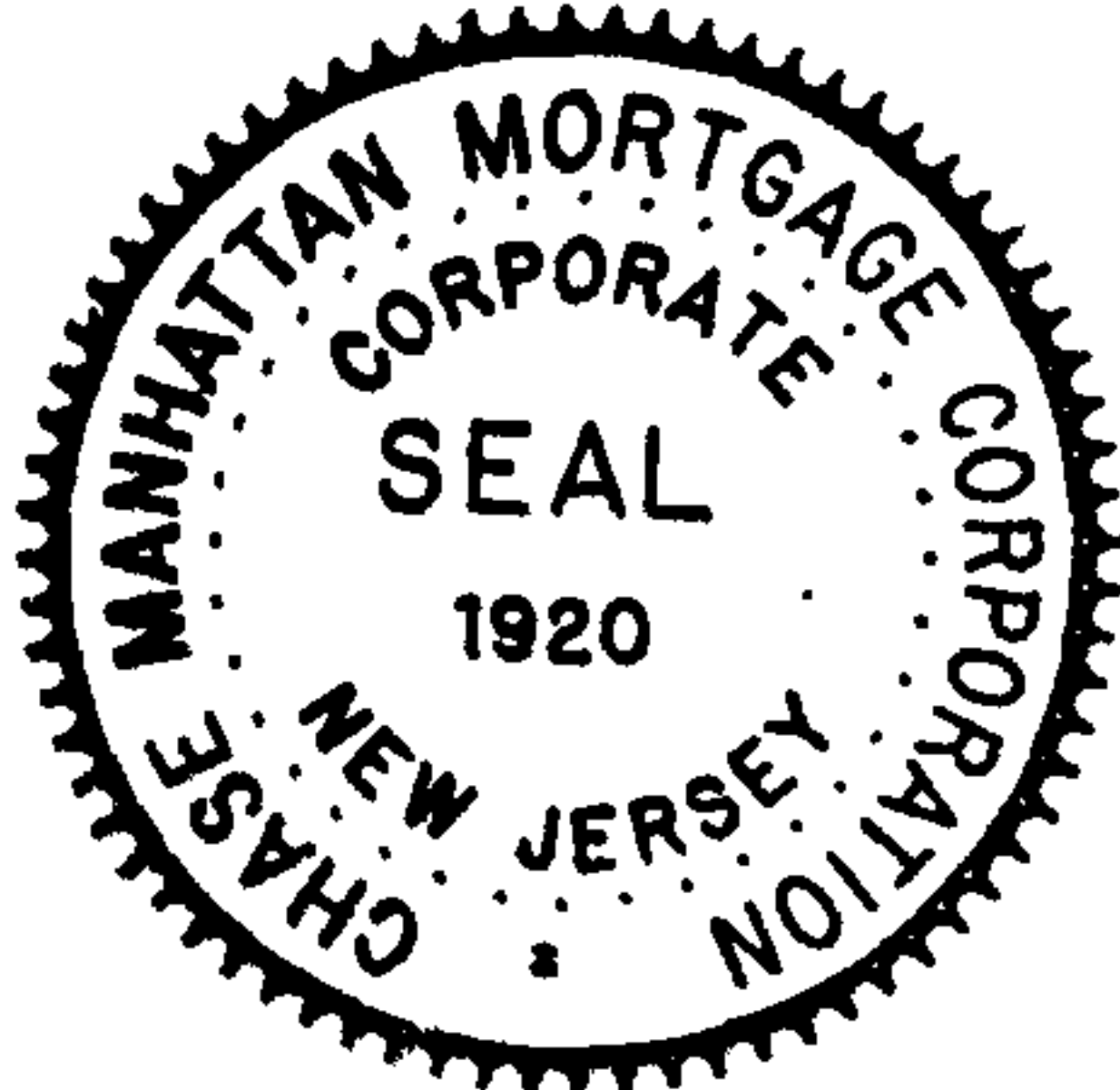
Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Mortgage shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

(SEAL)



CHASE MANHATTAN MORTGAGE
 CORPORATION

Attest:

Chander Spence

Assistant Secretary

By: [Signature]

Its: SR. V.P.

STATE OF
 COUNTY OF

On this 6 day of MAY, 2002, before me, personally appeared GERALD GOETZ as SR. V.P. and CHANDLER NOWICKI as ASS'T SEC. of CHASE MANHATTAN MORTGAGE CORP. N.J. corporation, and executed this Mortgage Modification Agreement on behalf of such corporation. They are personally known to me.

Carlette R. Nixon

Notary Public

My commission expires: May 30, 2005



Carlette R. Nixon
 Notary Public - State of Ohio
 My Commission Expires
 May 30, 2005

PREPARED BY:

TODD H. BARKSDALE, PC