

THIS MODIFICATION IS BEING RECORDED TO REPLACE THAT MODIFICATION RECORDED IN
INST. #2001-50448, WHICH WAS ONLY A CERTIFIED COPY OF THE ORIGINAL.

_____[Space Above This Line For Recording Data]_____
LOAN NO. 1444821

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of November,
2001, between
JOHN KEITH STAHLHUT AND
HIS WIFE Patricia Green Stahlhut

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

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"),
dated June 26, 2001 and recorded in the Book or Liber 2001/27050, at page(s)
, of the Records of

Shelby County Probate Court [Name of records]

[County and State, or other Jurisdiction] Shelby County, Alabama, 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
7027 NORTH HIGHFIELD DRIVE, BIRMINGHAM, ALABAMA 35242

[Property Address]
the real property described being set forth as follows:

LOT 5, ACCORDING TO THE SURVEY OF GREYSTONE 7TH SECTOR, PHASE IV AS
RECORDED IN MAP BOOK 21, PAGE 38, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

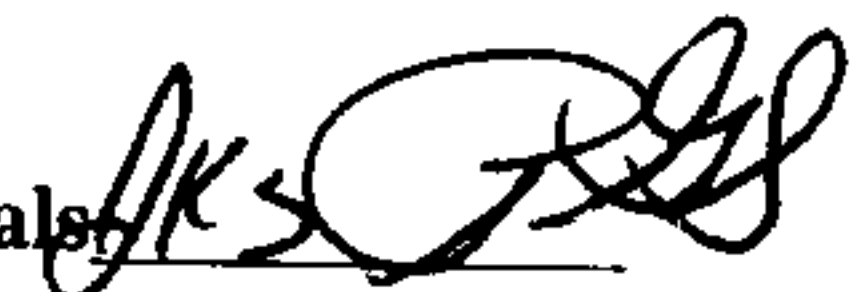
TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS,
COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED
IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS DATED 11-6-90, AND RECORDED IN REAL 317, PAGE 260, IN THE
LOAN MODIFICATION - FIXED
TO6DN53.ovl (0109)

LOAN NO. 1444821

PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH ALL AMENDMENTS THERETO.

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 **November 8, 2001**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$ **573,200.00**, 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 **6.625%** from **November 8, 2001**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **3,670.27**, beginning on the **FIRST** day of **January, 2002**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2031** (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:



LOAN NO. 1444821

- (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



KS *RS*

LOAN NO. 1444821
John Keith Stahlhut (Seal) Patricia Green Stahlhut (Seal)
JOHN KEITH STAHLHUT Borrower PATRICIA GREEN STAHLHUT Borrower

____ (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 11/08/2001 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, 2005

(Official Seal)
TO6DN56.ovl (0109)

LOAN NO. 1444821

AFTER RECORDING MAIL TO:

GUARANTY RESIDENTIAL LENDING, INC.

Banking & Shipping Dept.

P.O. Box 2198

Austin, TX 78768-2198

STATE OF Alabama)

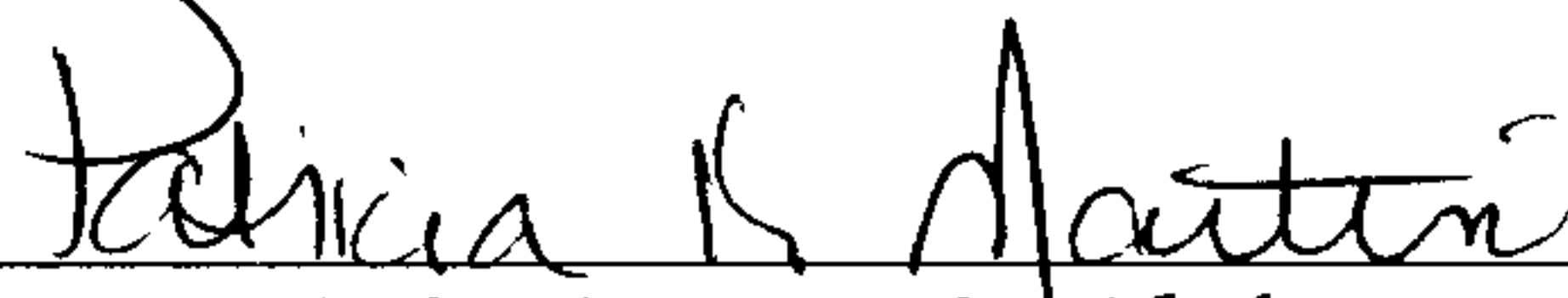
COUNTY OF Jefferson) ss:

On this day personally appeared before me

John Keith Stahlhut and his wife Patricia Green Stahlhut

to me personally known (or producing _____ as identification) to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of November, 2001



Notary Public for the state of Alabama
Print Name: Patricia K. Martin
My commission expires: 6/28/04

(Official Seal)

Document Prepared By:

Patricia K. Martin, PC, 2090 Columbiana Rd., Birmingham, Al. 35216