


Please Record and Return to:  
SouthTrust Mortgage Corp.  
Post Office Box 532060  
Birmingham, AL 35253-2060  
Attn: Diana Hill

  
20020604000262820 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
06/04/2002 14:35:00 FILED/CERTIFIED

**STMC Loan # 4023375**  
**Freddie Mac Loan #**

\_\_\_\_\_(Space Above this Line for Recording Data)\_\_\_\_\_

## BALLOON LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this **27th day of March, 2002** between **Linda P. Swann** ("Borrower") and **SouthTrust Mortgage Corporation** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **05/08/97** and recorded in **book or liber** (first recording) at **page(s)** . Register of Deeds Records of **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 as may be more particularly described in the Security Instrument and defined therein as the "Property", located at:

**INST # 1997-15958**

**831 Riverchase Parkway, Birmingham, AL 35244**  
(Property Address)

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 **July 01, 2002** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$12,733.09** 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 **8.875%** from **June 01, 2002**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$160.44** beginning on the **1st day of July, 2002** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 01, 2007** (the "Balloon 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 P. O. Box 532060 B'ham, AL 35253 or at such other place as the Lender may require.**

3. 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 by the Security Instrument.

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 the 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 the Security Instrument without further notice or demand to the Borrower.

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

[Signature]  
Witness: #1  
[Signature]  
Witness: #2

[Signature]  
Linda P. Swann --Borrower--

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\_\_\_\_\_  
Witness: #1

\_\_\_\_\_  
--Borrower--

\_\_\_\_\_  
Witness: #2

STATE OF Alabama  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 8<sup>th</sup> day of April, 2002  
by **Linda P. Swann**, who produced drivers license as identification (who is personally known to me) and  
who did (did not ) take an oath.

Seal

[Signature]  
Notary Signature  
Catherine Bailey  
Printed Name of Notary  
10/24/03  
Commission Expiration Date

\_\_\_\_\_  
(Space Below the Line for SouthTrust Acknowledgments)

[Signature]  
Gayla Schofield, Vice President  
By SouthTrust Mortgage Corporation  
Its Attorney In Fact

[Signature]  
Witness #1  
[Signature]  
Witness #2

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 18<sup>th</sup> day of May, 2002,  
by Gayla Schofield, Vice President, of SouthTrust Mortgage Corporation on its behalf. She is personally known  
to me and did take an oath.

Seal

[Signature]  
Notary Signature

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Commission Expiration Date

Notary Public State of Alabama at Large  
My Commission Expires August 10, 2004.  
**BENITA DELOIS DENT**