

THIS DOCUMENT PREPARED BY:  
Joel L. Rye  
New South Federal Savings Bank  
210 Automation Way  
Birmingham, AL 35210

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## BALLOON LOT LOAN MODIFICATION AGREEMENT

THIS BALLOON LOT LOAN AGREEMENT, made this the 1<sup>st</sup> day of May, 2002, by and between James L. Schuster, hereinafter referred to as "Borrower" and New South Federal Savings Bank, Federally Chartered Savings Bank as "Lender"; and

WHEREAS, Borrower executed a note to New South Federal Savings Bank and Deed of Trust or Deed of Secure Debt, dated March 8, 1996, securing the original principal sum of U.S. \$17,625.00, as recorded in Instrument No. 1996-10018, records of the Judge of Probate of Shelby County, Alabama, the real property being set forth as follows:

Lots 2 and 3, Sector A, according to the Survey of The Homestead, as recorded in Map Book 8, Page 167 in the Probate Office of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT, that for and in consideration of the sum of Two-Hundred Fifty Dollars (\$250.00) and other good and valuable consideration hereby acknowledge to have been paid, Borrower and Lender do hereby MODIFY and AMEND said Note and Deed of Trust as follows:

1. The Borrower is the owner of the property.
2. As of July 1, 2002, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") will be U.S. \$8,248.37.
3. 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 a yearly rate of 9.00%, beginning July 1, 2002. The Borrower promises to make monthly payments of principal and interest in the amount of \$62.61, beginning the 1<sup>st</sup> day of July, 2002, and continuing thereafter on the same day of each succeeding month until the principal and interest are paid in full. If on May 31, 2003, (The "Modification Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modification Maturity Date.
4. Except as herein specifically modified, all other terms and conditions of the said Note and Deed of Trust shall remain in full force and effect, except for the Balloon Note Rider, which becomes null and void with the execution of this Modification Agreement.

STATE OF Georgia  
COUNTY OF Gwinnett

IN WITNESS WHEREOF, the Borrower has hereunto set their hands and seals  
and the Lender has caused these presents to be executed.

[Signature]  
Witness

[Signature]  
James. L. Schuster

I, the undersigned authority and for said State and County, hereby certify that  
James L. Schuster whose name is signed to the foregoing instrument, and who is known  
to me acknowledged before me on this day that, being informed of the contents of the  
instrument, they executed the same voluntarily on the day the same bears date.

Given under by hand and notarial seal on this the 20<sup>th</sup> day of June, 2002.

(Notary Seal)

[Signature]  
Notary Public  
My Commission Expires  


STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid,  
do hereby certify that on this date the foregoing Modification Agreement was presented  
to me in said County, and was delivered and acknowledged by Joyce Stevenson, as  
Assistant Vice President and Pamela Bishop, as Assistant Secretary of New South  
Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and  
deed.

WITNESS by hand this 1<sup>st</sup> day of JULY, 2002.

NEW SOUTH FEDERAL SAVINGS BANK  
A FEDERALLY CHARTERED SAVINGS BANK

(Notary Seal)

[Signature]  
Carole M. Zarichnak  
Notary Public  
My Commission Expires 4/19/04

[Signature]  
Joyce Stevenson  
Assistant Vice President

(Corporate Seal)

[Signature]  
Pam Bishop  
Assistant Secretary