

R0208-0911

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20020913000441950 Pg 1/5 24.00
Shelby Cnty Judge of Probate, AL
09/13/2002 14:28:00 FILED/CERTIFIED

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of August, 2002, between KENDALL B. SMITH and DEBORAH L. SMITH, HUSBAND AND WIFE

("Borrower") and

THE BANK

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 28, 2002 and recorded in Book or Liber 2002, at page(s) 17921, of the JUDGE OF PROBATE Records of

[Name of Records]

SHELBY, AL

and (2) the Note, bearing the same date as, and

[County and State, or other Jurisdiction]

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

1031 BRIARCLIFF TRACE, BIRMINGHAM, AL 35242

[Property Address]

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LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 8/01)

VMP-852R (0110)

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VMP MORTGAGE FORMS - (800)621-7291



the real property described being set forth as follows:

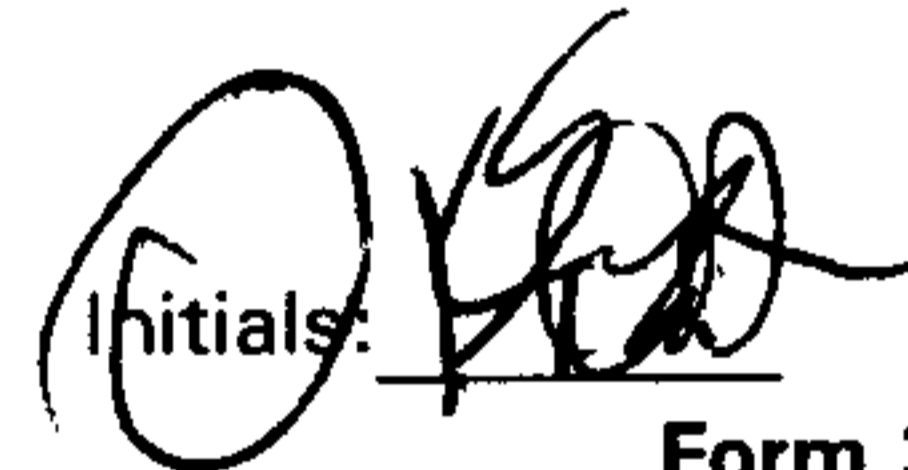
LOT 2412, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 24TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 28, PAGE 17, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

1. As of AUGUST 30, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 300,700.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.3750%, from 08/30/02. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,875.98, beginning on the 1 day of OCTOBER 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.3750% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on SEPTEMBER 1, 2032 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 17 NORTH 20TH STREET BIRMINGHAM, AL 35203 or at such other place as Lender may require.

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Initials: 

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3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

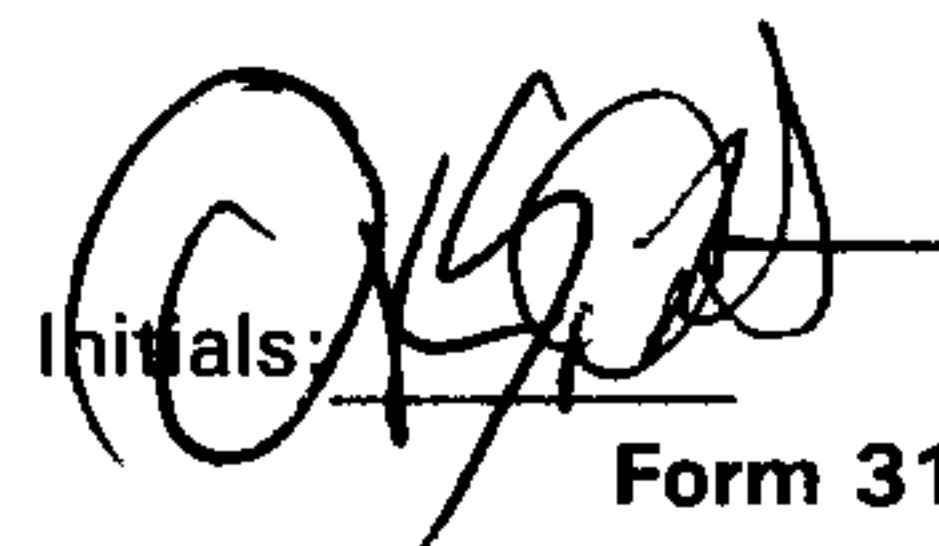
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 VMP-852R (0110)

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Initials: 

Form 3179 1/01 (rev. 8/01)


KENDALL B. SMITH (Seal)
-Borrower


DEBORAH L. SMITH (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

THE BANK

(Seal)
-Lender

By: 
DAVID MAYS

_____ [Space Below This Line For Acknowledgments] _____

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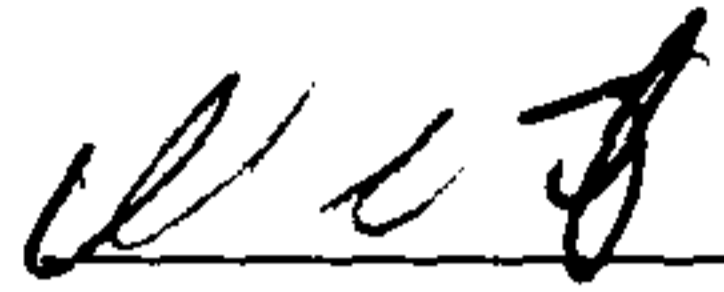
Form 3179 1/01 (rev. 8/01)

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL B. SMITH AND DEBORAH L. SMITH, HUSBAND AND WIFE** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this the **30TH** day of **AUGUST, 2002**.



Notary Public

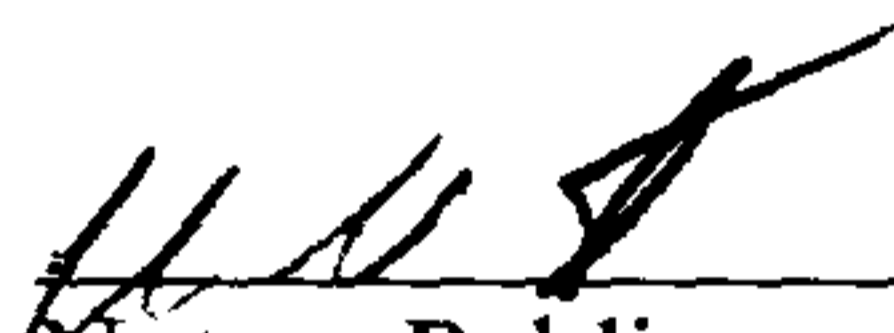
My commission expires: ~~My Commission Expires: May 21, 2004~~

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **DAVID MAYS**, whose name as Senior Vice President of **THE BANK**, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the **30TH** day of **AUGUST, 2002**.



Notary Public

My commission expires: ~~My Commission Expires: May 21, 2004~~