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ABN AMRO MORTGAGE GROUP
7159 Corklan Drive
Jacksonville, FL 32258

11686200

ABN AMRO MORTGAGE GROUP LOAN #: 687459
THIS DOCUMENT WAS PREPARED BY: KELLY PUE

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the 1st day of September 2002, between Janet W. Young ("Borrower") and ABN AMRO Mortgage Group ("Lender"), amends and supplements (1) the Note ("Note") made by Janet W. Young and Thomas R. Young, dated June 19, 1996 in the original principal sum of U.S. \$124,000.00 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated June 19, 1996 and recorded in Instrument # 1996-20883 in the Official Record in Shelby County, Alabama. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 4128 Guilford Road, Birmingham, AL 35242 the real property being described as follows:

THE PROPERTY AS DESCRIBED IN THE MORTGAGE REFERRED TO HEREIN ABOVE

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$9,483.85 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of September 1, 2002, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S.\$126,157.87.

Modification Agreement Page Two

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 the yearly rate of 7.75%, beginning September 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$903.81 beginning on the 1st day of October 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2032, (the "Modified 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 Modified Maturity Date. The Borrower will make such payments at Atlantic Mortgage & Investment Corporation, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.
4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

__ 1-4 Family Rider - Assignment of Rents

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]

Modification Agreement
Signature Page 3

Witness By:

[Signature]
GARY S. HOULDSWORTH

[Signature]
Janet W. Young

8/24/02
Date

Date

State of Alabama
County of Shelby

The foregoing instrument was acknowledged before me on this the 24th day of August, 2002 by Janet W. Young Residing at 9128 Guilford Rd, Birmingham, Al 35242 and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (Al. Dr. Lic. # 5621950) to be the person(s) as stated above and who did/did not take an oath.

[Signature]
Notary Public
My Exp Date 11/15/04

LENDER:

Date 8/30/02

ABN AMRO Mortgage Group
By: [Signature]
Mimi Clark
Its: Assistant Vice President

State of Florida
County of Duval

On this 30 day of August, 2002 personally appeared MIMI CLARK, Assistant Vice President of ABN AMRO Mortgage Group, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Assistant Vice President and the free act of said Corporation, before me.

[Signature] Notary Public



Kelly Pue
Commission # CG 851669
Expires Aug. 21, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the 1st day of September 1, 2002, is incorporated into an shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Janet W. Young (the "Borrower") and ABN AMRO Mortgage Group, (the "Lender") covering the property described in the Loan Modification Agreement located at: 4128 Guilford Road, Birmingham, AL 35242

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

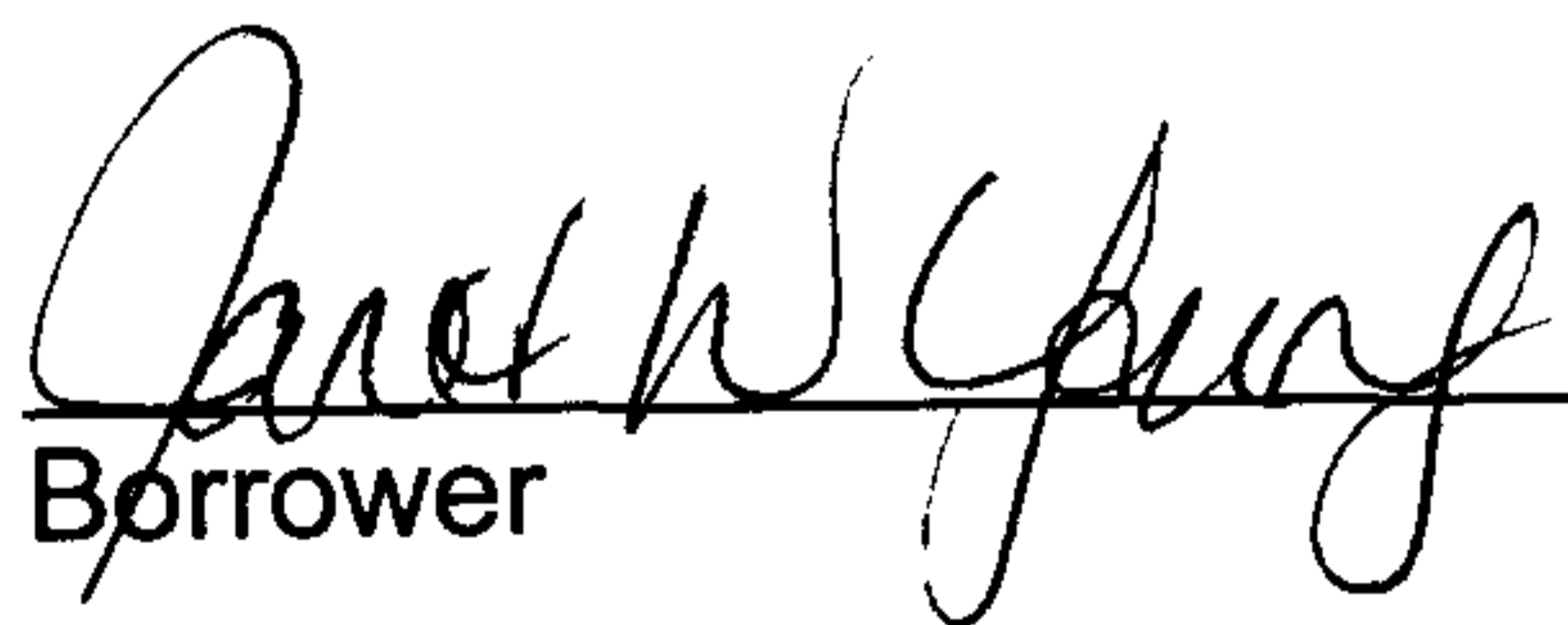
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these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

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

8/24/02

Date

Date



Borrower

Borrower

A.M.I.C. #687459

FHLMC Loan # 855048883

**1-4 FAMILY MODIFICATION AGREEMENT RIDER
ASSIGNMENT OF RENTS**

This 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS("1-4 Family Rider") effective the 1st day of September 2002, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by Janet W. Young ("the "Borrower") and is incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and is located at:

4128 Guilford Road, Birmingham, AL 35242 (Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items as added to the Property Description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposal, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all or which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 of the Security Instrument is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H.ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER: LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues("Rents")of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender of Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until(i)Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower:(i) all Rents received by the Borrower shall be held by the Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;(ii) Lender shall be entitled to collect and receive all of the Rents for the Property;(iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lenders agents upon Lender's written demand to the tenant;(iv) unless applicable law provides otherwise, all Rents collected by Lender or Lenders agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents,including but not limited to, attorney's fees, receiver fees, premiums on receiver's bonds, repair and maintenance cost, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument;(v) Lender, Lender's agents of any judicially appointed receiver shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender;s agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default of invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I.CROSS-DEFAULT PROVISION. Borrower's default or breach under anyu note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

J.PRIOR ASSIGNMENT OF RENTS. This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents(a"Previous Assignment")executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

K.CAPITALIZED TERMS. Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

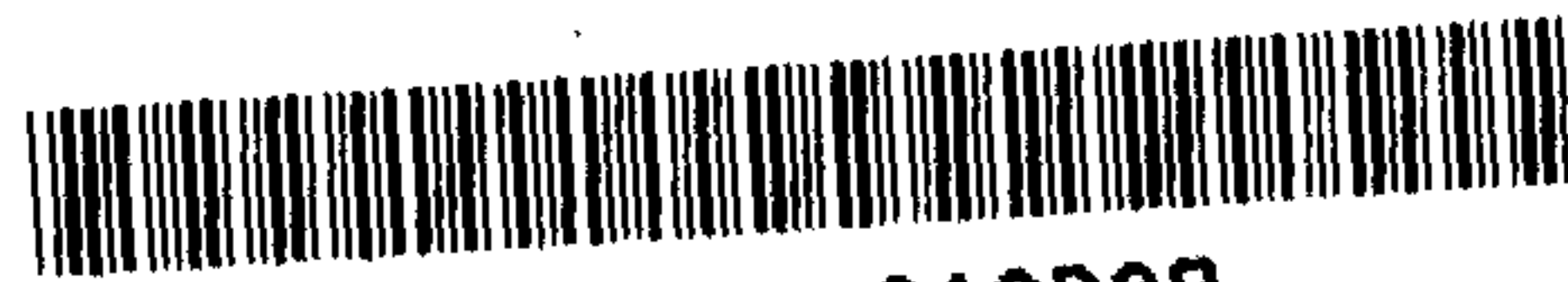
8/24/02
Date

Janet W. Young
Janet W. Young

Date
8/30/02
Date

By: ABN AMRO Mortgage Group
ABN AMRO Mortgage Group

Lot 149, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase 1, as recorded in Map Book 20 page 105 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



U11686200-010R08

LOAN MODIF AGREE
REF# 20183097
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