

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of September, 2002, between CHARLES L. WRIGHT, JR and CONNIE S. WRIGHT, HUSBAND AND WIFE

NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION ("Borrower") and
PUBLIC Records of SHELBY COUNTY, ALABAMA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated OCTOBER 26, 2001 and recorded in Book or Liber 2001, at page(s) 46715, of the [Name of Records] [County and State, or other Jurisdiction]

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 510 SHOAL RIDGE DRIVE, LEEDS, AL 35094, [Property Address]

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LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0005) Form 3179 1/01
Page 1 of 4 MW 05/00 Initials: *CLW CSW*
VMP MORTGAGE FORMS - (800)521-7291



the real property described being set forth as follows:
SEE ATTACHED LEGAL DESCRIPTION

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 SEPTEMBER 13, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 359,200.00, 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 SEPTEMBER 13, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,240.94, beginning on the 1 day of NOVEMBER 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 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, 1927 FIRST AVENUE NORTH, BIRMINGHAM, AL 35203

or at such other place as Lender may require.

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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; 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 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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Charles L. Wright, Jr. (Seal)
CHARLES L. WRIGHT, JR -Borrower

Connie S. Wright (Seal)
CONNIE S. WRIGHT -Borrower

____ (Seal)
-Borrower

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-Borrower

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-Borrower

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-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

NATIONAL BANK OF COMMERCE OF (Seal)
BIRMINGHAM -Lender

By: Laurie W. Trimm
LAURIE W. TRIMM, VICE PRESIDENT

____ [Acknowledgments To Be Attached] _____

C10WRIGHT, CHAR

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SCHEDULE C

Agent File No.: 135473

The land referred to in this Commitment is described as follows:

Parcel I

A part of the Southwest quarter of Section 3, Township 18 South, Range 1 East. Being more particularly described as follows:

Begin at the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 3; thence run south 03 deg. 34 min. 43 sec. West along the East line of said quarter-quarter section a distance of 682.22 feet; thence run North 49 deg. 32 min. 47 sec. West a distance of 1765.54 feet to the centerline of a sixty foot wide private access easement; thence run North 63 deg. 34 min. 43 sec. East along centerline of said easement a distance of 485.39 feet; thence run North 70 deg. 20 min. 55 sec. East along centerline of said easement a distance of 427.02 feet; thence run South 33 deg. 23 min. 60 sec. East a distance of 986.88 feet to the Point of Beginning. Being situated in Shelby County, Alabama.

Parcel II


A non-exclusive sixty foot wide private access easement the centerline of which is described as follows: Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 85 deg. 55 min. 35 sec. West along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 476.76 feet to a point; thence run South 75 deg. 09 min. 08 sec. West a distance of 873.71 feet to a point in the centerline of a sixty foot wide access easement and the point of beginning on the centerline of the easement being described: thence run South 70 deg. 31 min. 14 sec. West 636.77 feet to a point; thence run South 70 deg. 20 min. 55 sec. West 427.02 feet to a point; thence run South 63 deg. 34 min. 43 sec. West 976.73 feet to the P.C. of a curve to the left having a central angle of 23 deg. 53 min. 11 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 72.96 feet to the P.T. of said curve; thence run South 39 deg. 41 min. 32 sec. West 320.28 feet to the P.C. of a curve to the right having a central angle of 34 deg. 19 min. 29 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 104.84 feet to the P.T. of said curve; thence run South 74 deg. 01 min. 01 sec. West 706.79 feet to the P.C. of a curve to the left having a central angle of 48 deg. 59 min. 37 sec. and a radius of 200.00 feet; thence run along the arc of said curve an arc distance of 171.02 feet to the P.T. of said curve; thence run South 25 deg. 01 min. 24 sec. West a distance of 213.53 feet to the centerline of Alabama Highway No. 25 and the end of required easement. Less and except any part of Highway 25 right of way that lies within this description.

STATE OF ALABAMA)
COUNTY OF JEFFERSON

SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that CONNIE S. WRIGHT, whose name is signed to the Foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 13TH day of SEPTEMBER, 2002.

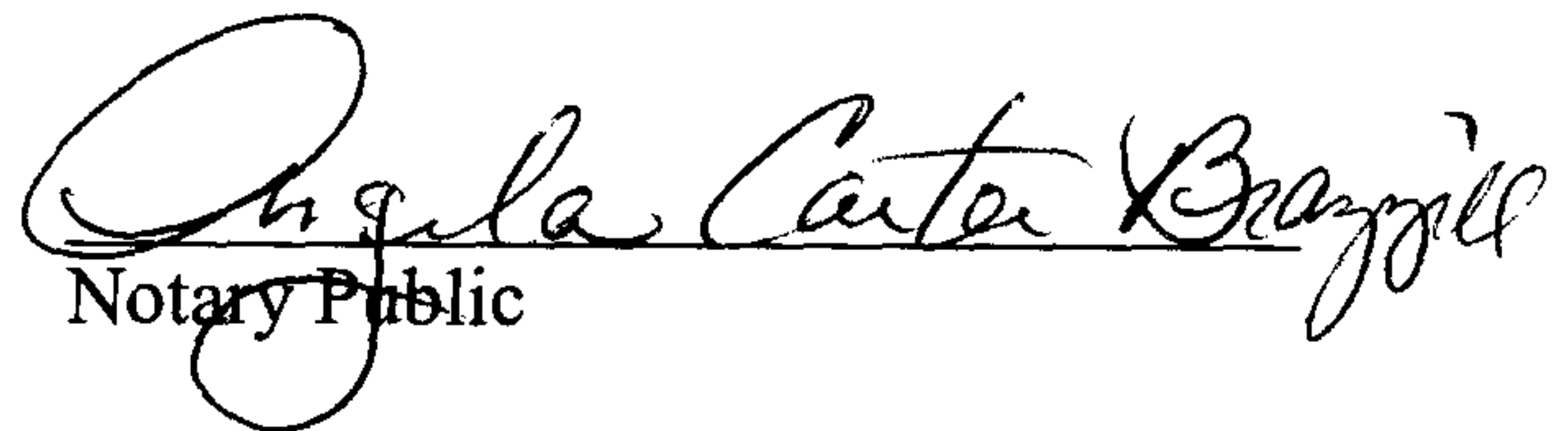

Notary Public

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that Laurie W. Trimm whose name as Vice President of National Bank of Commerce of Birmingham, 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 she, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand this the 13TH day of SEPTEMBER, 2002.


Notary Public

My commission expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
COUNTY OF JEFFERSON

SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that CHARLES L. WRIGHT, JR., whose name is signed to the Foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 13TH day of SEPTEMBER, 2002.


Notary Public

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Aug. 18, 2003
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