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## Loan Modification Agreement

0006568596

(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of December,  
2002, between JEFFERY L MORGAN KIMBERLY SWINNEY ("Borrower")  
and REGIONS MORTGAGE, INC. ("Lender")

amends and supplements (1) the Mortgage, Deed of Trust, Deed to Secure Debt or Security Deed  
("Security Instrument"), dated 4/16/2002, and recorded in Book or Liber  
\_\_\_\_\_ page(s) \_\_\_\_\_ of the Note bearing the same date

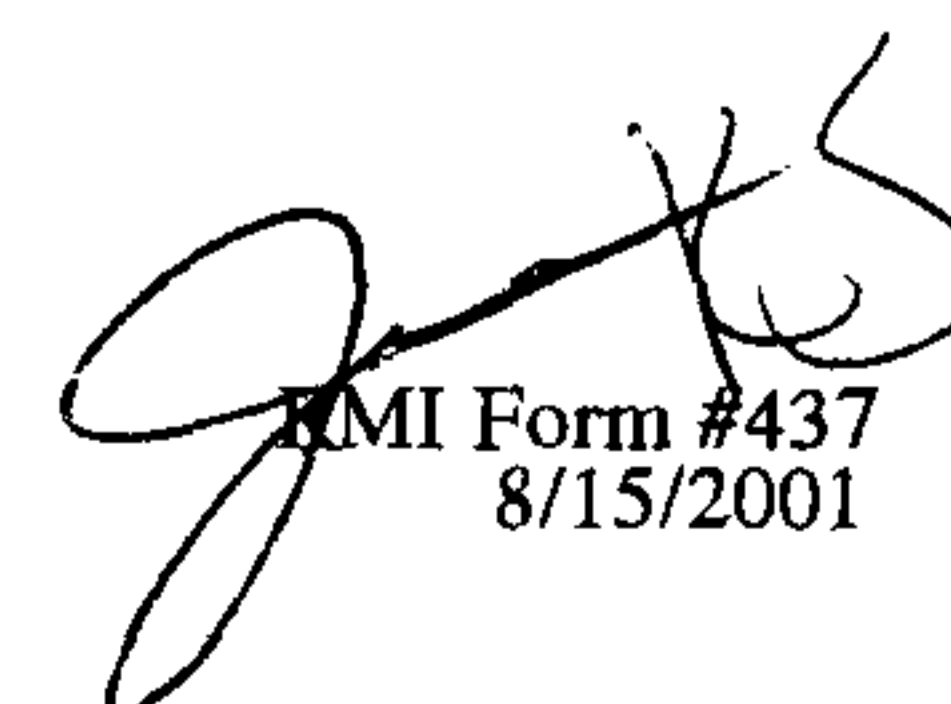
as, and secured by, the Security Instrument, which covers the real and personal property described in the  
Security Instrument and defined therein as the "Property", located at:  
290 HIGHLAND PARK DR , BIRMINGHAM , ALABAMA 35242

[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof  
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 12/13/02, the amount payable under the Note and Security  
Instrument ("Unpaid Principal Balance") is U.S. \$ 400,000.00  
consisting of the amount(s) loaned to Borrower by 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 until the full amount of  
principal has been paid. Borrower will pay interest at a yearly rate of 6.000%. The  
interest rate Borrower will pay will change in accordance with Section 4.

  
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3. (A) **Time and Place of Payment**

Borrower will pay principal and interest by making payments each month.

Borrower will make monthly payments on the first (1st) day of each month beginning on February, 2003.

Borrower will make payments every month until all of the principal and interest and any other charges that Borrower may owe under the Note have been paid. Borrower's monthly payments will be applied to interest before principal. If on 05/01/2032, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date".

Borrower will make monthly payments at Regions Mortgage, Inc. or at a different place if required by Lender.

(B) **Amount of Borrower's Initial Monthly Payments**

Each of Borrower's initial monthly payments will be in the amount of U.S. \$ 2,417.80. This amount may change.

(C) **Monthly Payment Changes**

Changes in the Borrower's monthly payment will reflect changes in the unpaid principal of the Note and in the interest rate that Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with Section 4.

4. (A) **Change Dates**

The interest rate Borrower will pay may change on the first day of May, 2007, and on that day every 12 months thereafter. Each date on which the interest rate could change is called a "Change Date".

(B) **The Index**

Beginning with the first change date, Borrower's interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board.

The most recent Index figure available as the date forty-five (45) days before each Change Date is called the "Current Index".

If the Index is no longer available, Lender will choose a new index that is based upon comparable information. Lender will give Borrower notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, Lender will calculate Borrower's new interest rate by adding TWO AND THREE-FOURTHS percentage point(s) (2.750 %) to the Current Index. Lender will then round the result of this addition to the nearest one eighth of one percentage point (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be the new interest rate until the next Change Date.

Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payment. The result of this calculation will be the new amount of the Borrower's monthly payment.

**(D) Limits on Interest Rate Changes**

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

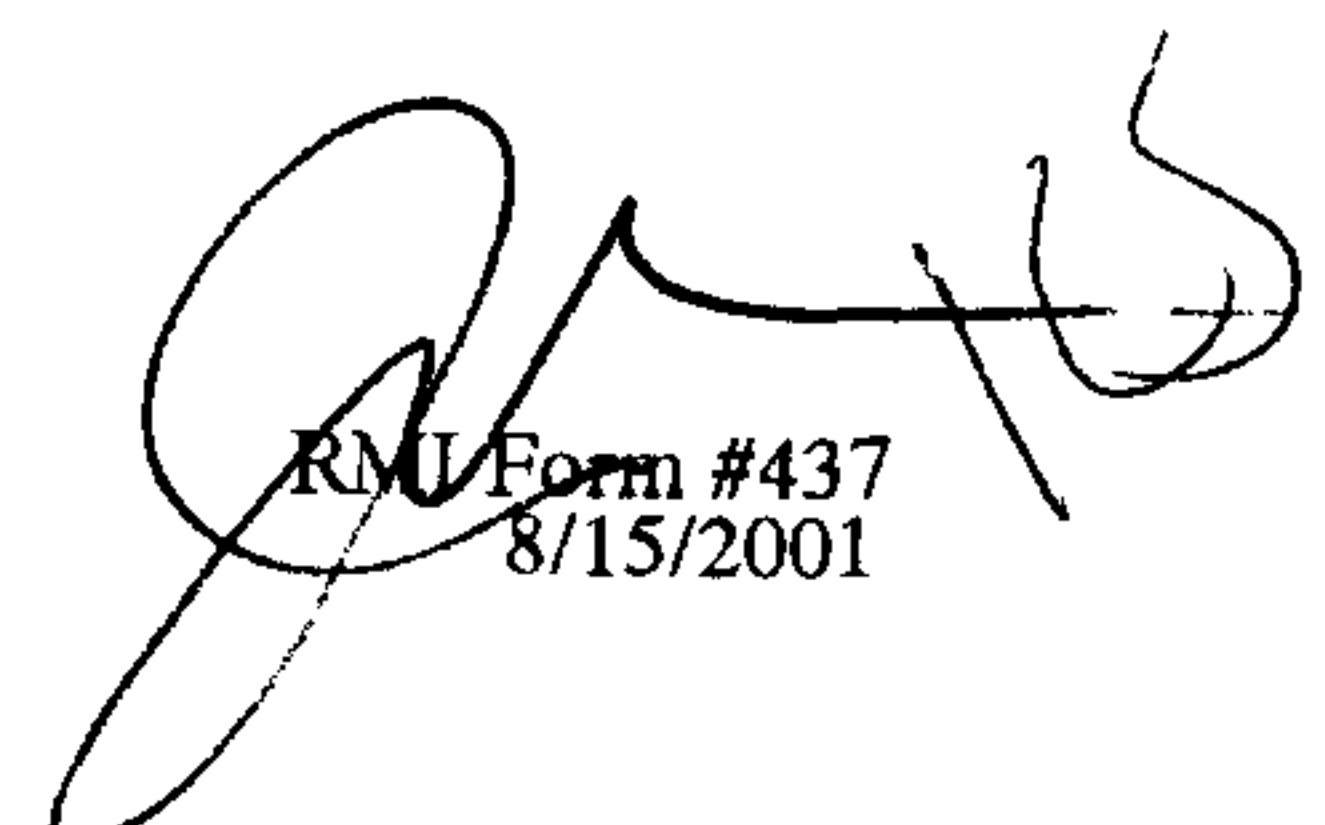
- (1) There will be no maximum limit on rate changes.
- X   (2) The interest rate Borrower is required to pay at the first Change Date will be no greater than 8.000 % or less than 4.000 %.
- X   (3) Borrower's interest rate will never be increased or decreased on any single Change Date by more than 2.000 percentage point(s) (TWO %) from then rate of interest Borrower has been paying for the preceding period.
- X   (4) Borrower's interest rate will never be greater than 11.000 % which is called the "maximum rate".

**(E) Effective Date of Changes**

Borrower's interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

**(F) Notice of Changes**

Lender will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrower may have regarding this notice.

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

If the Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by 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.

6. 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.
7. 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.
8. This Modification of Note and Security Instrument shall bind to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

#### LOAN MODIFICATION AGREEMENT

Witness the hand seal of each of the undersigned as the day and year first above written.

Angie B. Lewis  
Witness (Sign and Print)  
Angie B. Lewis

Sarah Eddy  
Witness (Sign and Print)  
SARAH EDDY

Jeffery L Morgan (SEAL)  
JEFFERY L MORGAN (Borrower)


Kimberly Swinney (SEAL)  
KIMBERLY SWINNEY (Borrower)

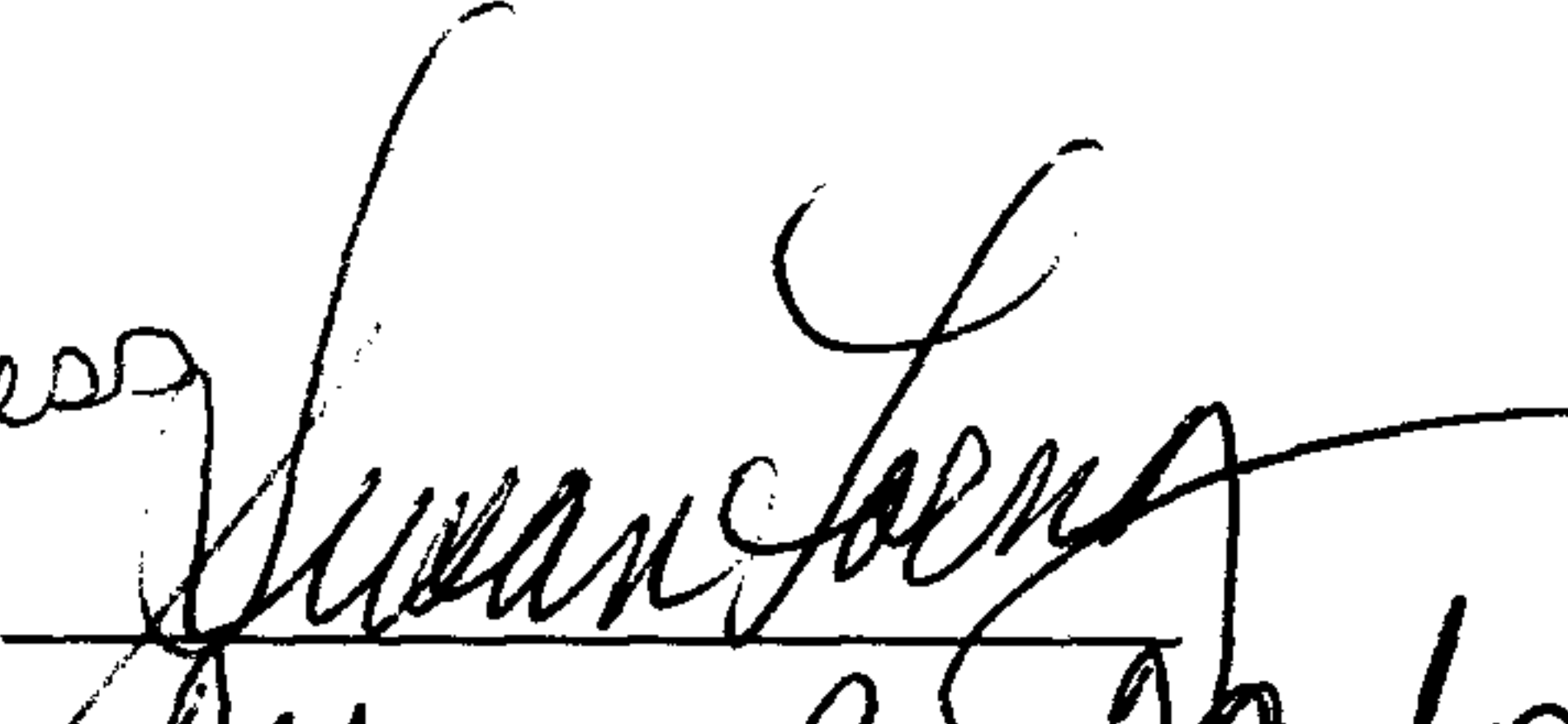
State of Alabama )

County of Jefferson )

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that Jeffery L. Morgan and Kimberly Swinney, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me this day, that, being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of December, 2002.

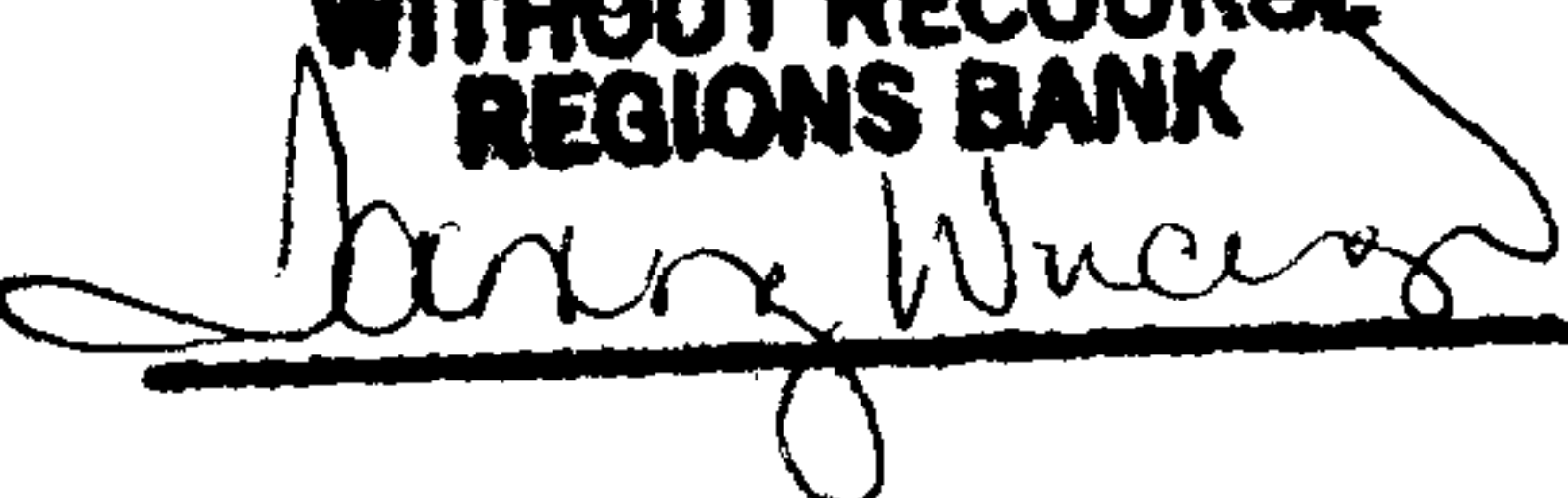
  
(Notary Public)  
My Commission Expires: 6-5-2003

witness   
Mrs. A. Taylor

Lender: **Regions Bank**

BY: 

ITS: Banking Officer

**PAY TO THE ORDER OF:**  
Regions Mgt Inc  
**WITHOUT RECOURSE**  
**REGIONS BANK**  


State of Georgia)  
County of Hall)

I, the undersigned, a Notary Public in and for said County in said State,  
hereby certify that Sammy Wucenoti whose name as  
Bonding officer of Regions Bank, is signed to  
the foregoing instrument and who is known to me, acknowledged before me  
on this date that, being informed of the contents of said instrument, and who  
is known to me as such officer and with full authority, executed the same  
voluntarily for and as the act of Regions Bank.

Given under my hand and seal of office, this 13 day of December,  
2002.

Salatha Jeffery  
(Notary Public)  
My Commission Expires:

Notary Public, Hall County, Georgia  
My Commission Expires Jan. 4, 2003

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 1724-A, according to the Map of Highland Lakes, 17th Sector, Phase I, an Eddleman Community, as recorded in Map Book 27, Page 90, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, recorded as Instrument No. 2000-41317 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").