

\* THIS LOAN MODIFICATION IS BEING RE-RECORDED TO ADD LAURIE W. TRIMM'S SIGNATURE AND TO ADD NOTARY ACKNOWLEDGEMENTS

20030121000037580 Pg 1/7 30.00  
 Shelby Cnty Judge of Probate,AL  
 01/21/2003 10:46:00 FILED/CERTIFIED

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2002, between WALTER C. BROOKS and NANCIE E. BROOKS, HUSBAND AND WIFE

(**"Borrower"**) and  
 NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION  
 (**"Lender"**), amends and  
 supplements (1) the Mortgage, Deed of Trust, or Security Deed (the **"Security Instrument"**), dated  
 AUGUST 22, 2001 and recorded in Book or Liber 2001, at page(s) 38097,  
 of the PUBLIC Records of SHELBY COUNTY, ALABAMA  
 [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

234 CAHABA FALLS LANE, HELENA, AL 35080  
 [Property Address]

C10BROOKS, WALT

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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: WCB NEB  
 VMP MORTGAGE FORMS - (800)521-7291



the real property described being set forth as follows:

LOT 23-A, ACCORDING TO THE FINAL PLAT OF CAHABA FALLS, PHASE FOUR "A",  
AS RECORDED IN MAP BOOK 28 PAGE 121, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA; BEING SITUATED IN 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 or Security Instrument):

1. As of AUGUST 29, 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 5.6250 %, from AUGUST 29, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,476.96, 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. If on SEPTEMBER 1, 2017 (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 ,

or at such other place as Lender may require.

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Form 3179 1/01

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.

C10BROOKS, WALT

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Walter C Brooks (Seal)  
WALTER C. BROOKS -Borrower

Nancie E. Brooks (Seal)  
NANCIE E. BROOKS -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-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 N. Trimm  
LAURIE N. TRIMM, VICE PRESIDENT

\_\_\_\_ [Acknowledgments To Be Attached] \_\_\_\_\_

C10BROOKS. WALT

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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 WALTER C. BROOKS, 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 29TH day of AUGUST, 2002.

  
Notary Public

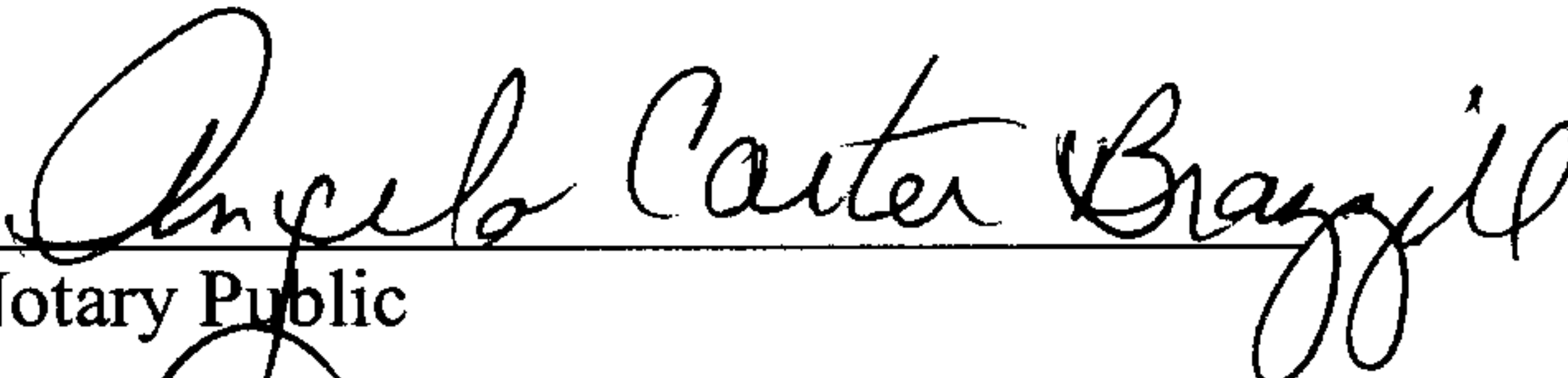
My commission expires 2003  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug. 18, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 NANCIE E. BROOKS, 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 29TH day of AUGUST, 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 29TH day of AUGUST, 2002.

  
Notary Public

My commission expires:

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