

AFTER RECORDING, RETURN TO:

Fort Worth Mortgage,  
a division of Colonial Savings, F.A.  
2626 West Freeway  
Construction Department  
Fort Worth, Texas 76102

Loan # 993592

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**LOAN MODIFICATION OF DEED OF TRUST  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 5th Day of September, 2002, Between Stephen K. Levan and Julianne L. Levan, husband and wife (Borrower) and Colonial Savings, F.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), retained in deed dated February 26, 2002, recorded 03-18-2002, Instrument # 2002-12597, Shelby County, Alabama and a 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 605 Oak Glen Drive, Birmingham, Alabama 35244 described being set forth as follows:

Lot 1C, according to the Resurvey of Lots 1-A and 1-B, Oak Glen, 2<sup>nd</sup> Sector, 1<sup>st</sup> Add, as recorded in Map Book 13, Page 80, 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 or Security Instrument):

1. As of October 1, 2002 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$235,000.00, consisting of the amount(s) loaned to he Borrower by the 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 at the yearly rate of 6.125% from October 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,427.89 beginning on the 1<sup>st</sup> 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"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payment at Colonial Savings, F.A.; P.O. Box 2998 ; 2626 W. Freeway, Fort Worth, TX 76113, or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a

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

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

The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's 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; 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 proved in this Agreement, the Note and Security Instruments will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement when executed by the Borrower and the Lender. Furthermore, this Agreement is contingent upon a Final Inspection, acceptable to the Lender to be executed prior to the expiration of the interest rate lock and the final title policy endorsement.

Lender: Colonial Savings, F. A.

By:

  
James E. DuBose  
President

  
Borrower: Stephen K. Levan

  
Borrower: Julianne L. Levan

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

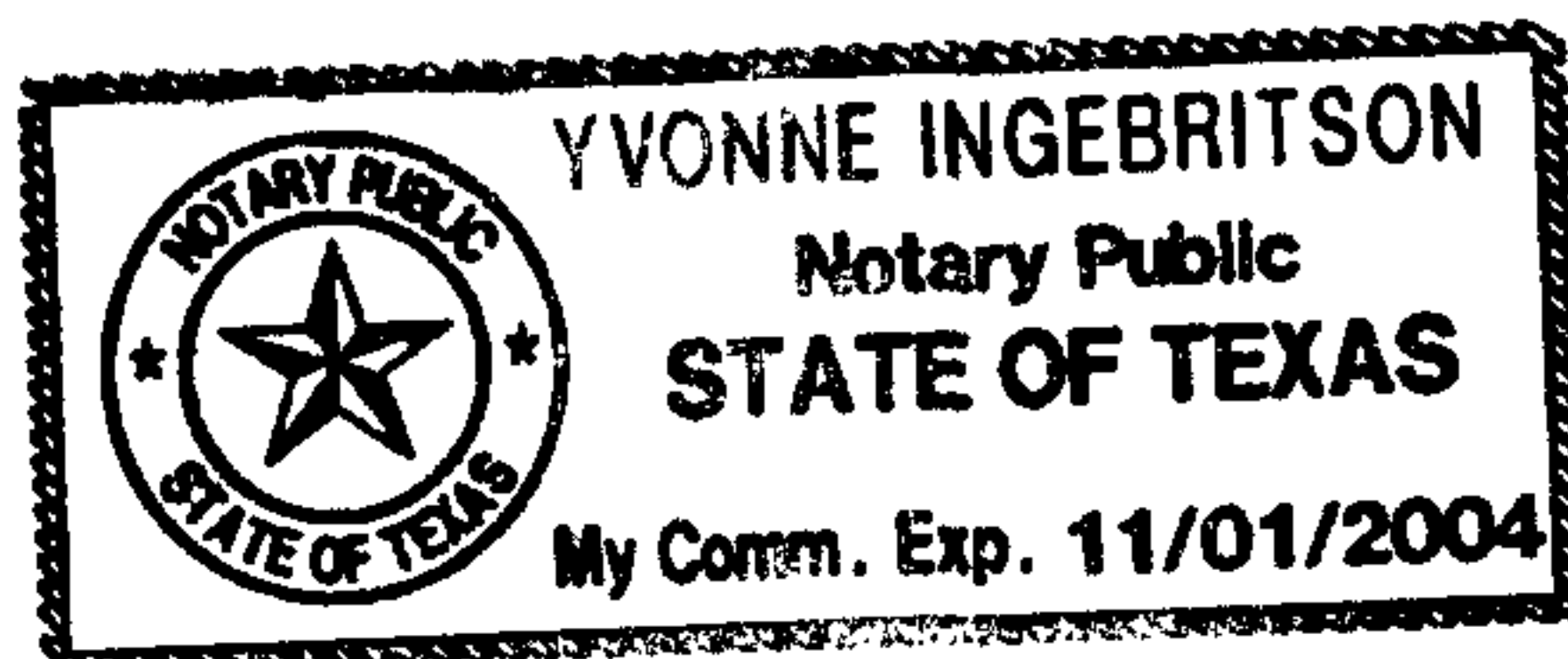
STATE OF X  
COUNTY OF X

This instrument was acknowledged and executed before me this 26 Day of Sept  
2002 by Stephen K. Levan and Julianne L. Levan.

Notary Public - State of Alabama  
Printed Name of Notary Constance Skewis macks  
Notary Signature Constance Skewis macks  
**My Commission Expires 7/16/2005**  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

Before me, the undersigned authority, on this day October 1 2002 personally appeared James  
E. Dubose, President of Colonial Savings, F. A.. A corporation, known to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for  
the purpose  
and consideration therein expressed, in the capacity therein stated and as the act and deed of said  
corporation.



Yvonne Ingebritson  
Notary Public in and for Tarrant County, Texas