

20021120000579930 Pg 1/8 33.00
Shelby Cnty Judge of Probate, AL
11/20/2002 13:05:00 FILED/CERTIFIED

20030204000066810 Pg 1/8 33.00
Shelby Cnty Judge of Probate, AL
02/04/2003 11:13:00 FILED/CERTIFIED

I certify this to be a true and correct copy
of the original instrument
Jan 22, 2003
Probate Judge
Shelby County

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of October, 2002, between JEROME E. ARNOLD and DONNA G. ARNOLD, HUSBAND AND WIFE

NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated APRIL 16, 2002 and recorded in Book or Liber * , at page(s) *20020426000193911 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

~~XXXX HIGHWAY XXXX COLUMBIANA AL XXXX 05043~~
[Property Address]
293 Hwy 32 Columbiana, Al 35051

C10ARNOLD, JERO 0

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

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



* LOAN AMOUNT HAS BEEN DECREASED FROM \$145,000.00 TO \$137,000.00

This Loan Modification Agreement is being re-recorded to substitute Page 2 which corrects the principal and interest payment shown under Item 2.

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 OCTOBER 31, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 137,000.00, 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 6.0000 %, from OCTOBER 31, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 821.38, beginning on the 1 day of DECEMBER 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on NOVEMBER 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.

C10ARNOLD, JERO

 852R (0005)

Page 2 of 4

Initials: 

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Form 3179 1/01

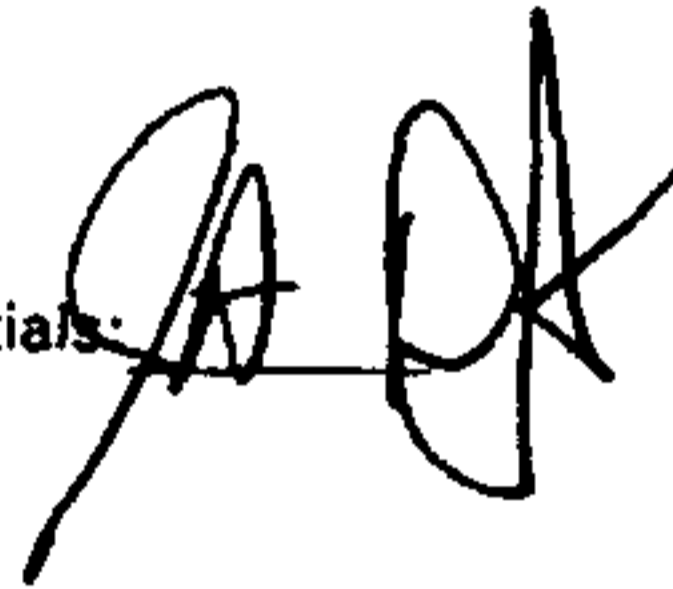
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by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

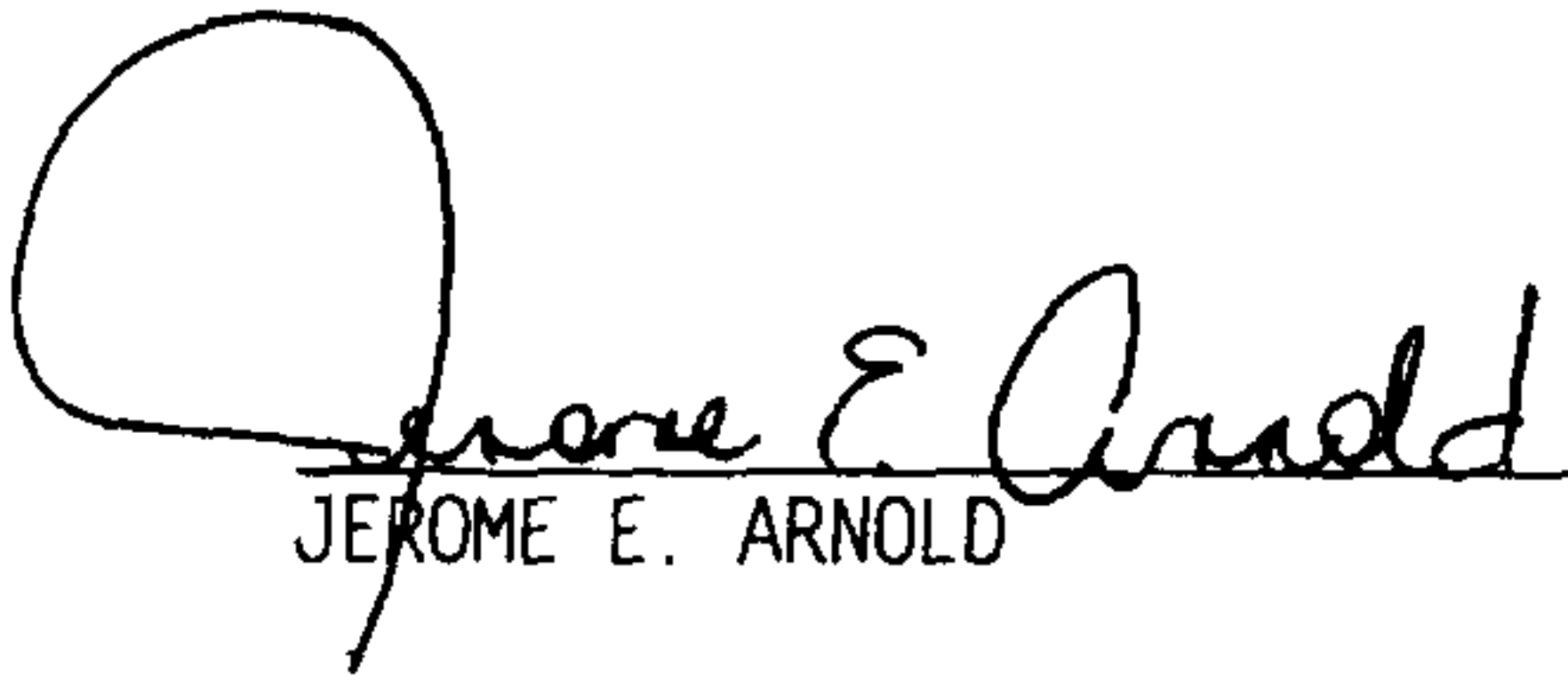
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails 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.

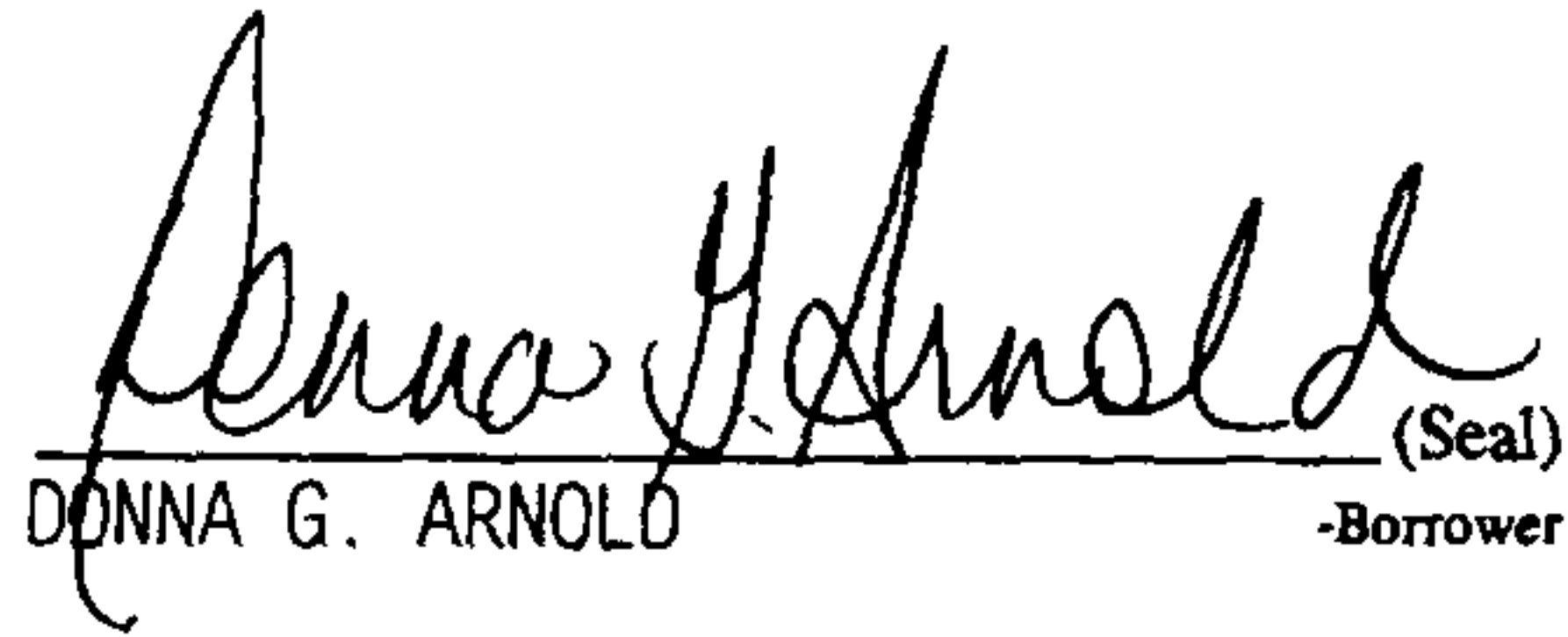
C10ARNOLD, JERO

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JEROME E. ARNOLD (Seal)
-Borrower



DONNA G. ARNOLD (Seal)
-Borrower

(Seal)
-Borrower

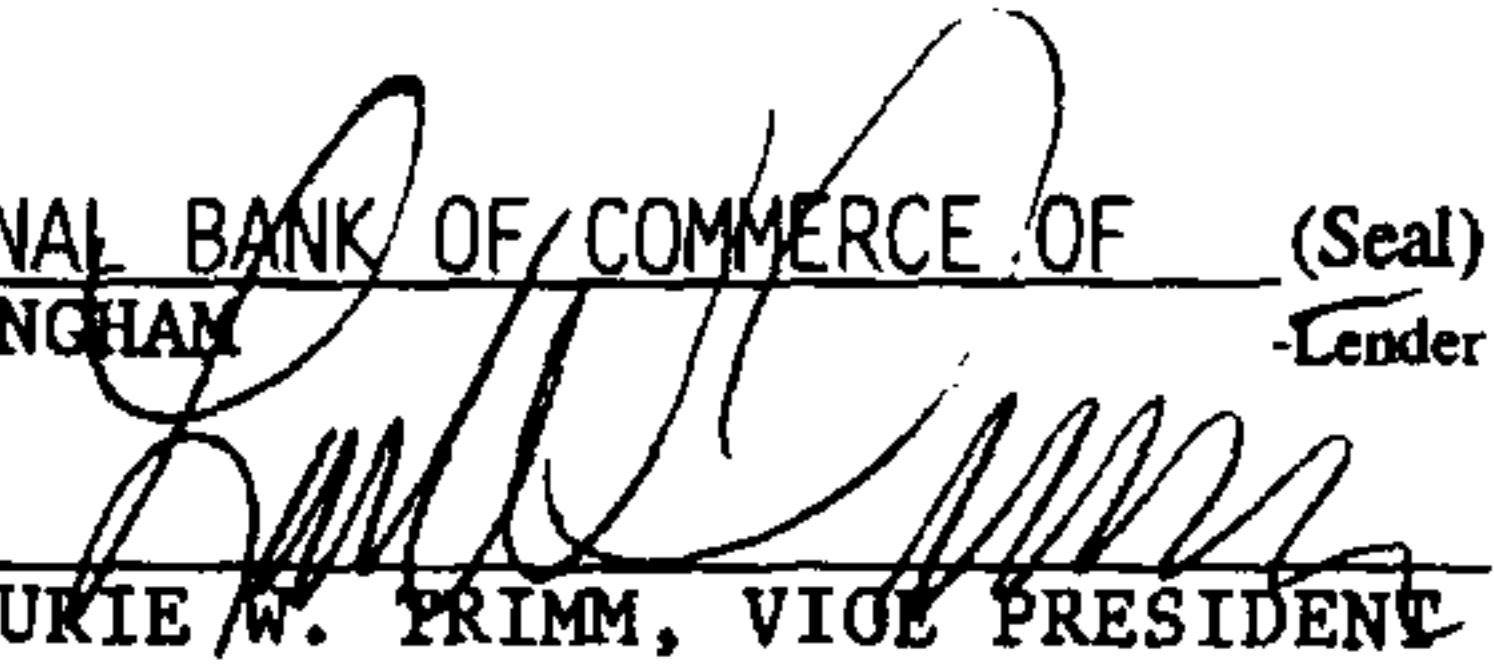
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

NATIONAL BANK OF COMMERCE OF (Seal)
BIRMINGHAM -Lender
By: 
LAURIE W. PRIMM, VICE PRESIDENT

_____ [Acknowledgments To Be Attached] _____

C10ARNOLD. JERO

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EXHIBIT "A"

Part of the SW 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

From the NW corner of said SW 1/4 of NE 1/4 of said Section 11, run in a Southerly direction along the west line of said 1/4 - 1/4 section for a distance of 990.04 feet to an existing solid iron pin; thence turn an angle to the left of 90°53'15" and run in an Easterly direction for a distance of 333.98 feet to an existing iron rebar set by Laurence D. Weyand and being the point of beginning; thence continue in an Easterly direction along last mentioned course for a distance of 300.0 feet to an existing iron rebar; thence turn an angle to the left of 75°38'45" and run in a Northeasterly direction for a distance of 382.94 feet to an existing iron rebar set by Laurence D. Weyand; thence turn an angle to the left of 43°55'17" and run in a Northwesterly direction for a distance of 244.25 feet to an existing iron rebar set by Laurence D. Weyand; thence turn an angle to the left of 48°15'36" and run in a Northwesterly direction for a distance of 29.30 feet to an existing iron rebar set by Laurence D. Weyand; thence turn an angle to the left of 83°02'40" and run in a Southwesterly direction for a distance of 271.75 feet to an existing iron rebar set by Laurence D. Weyand; thence turn an angle to the right of 10°03'06" and run in a Southwesterly direction for a distance of 270.57 feet, more or less, to the point of beginning.

ALSO:

Description of a 30 foot wide easement for ingress, egress and public utilities being more particularly described as follows:

From the NW corner of the SW 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama, run in a Southerly direction along the West line of said 1/4 - 1/4 section for a distance of 990.04 feet to an existing solid iron pin; thence turn an angle to the left of 90°53'15" and run in an Easterly direction for a distance of 333.98 feet to an existing iron rebar being the point of beginning; thence turn an angle to the right of 34°40' and run in a Southeasterly direction for a distance of 210.14 feet to an existing iron rebar being on the Northwest right of way line of Shelby County Highway #32; thence turn an angle to the left and run in a Northeasterly direction along said Northwest right of way line for a distance of 30 feet; thence turn an angle to the left and run in a Northwesterly direction along a line 30 feet Northeast of and parallel with aforementioned 210.14 foot line for a distance of 232 feet, more or less, to a point on the East line of the certain parcel of land as described above; thence turn an angle to the left and run in a Southwesterly direction along the East line of said aforementioned tract for a distance of 31.98 feet, more or less, to the point of beginning.

STATE OF ALABAMA)
COUNTY OF SHELBY

SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that JEROME E. ARNOLD, 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 31ST day of OCTOBER, 2002.


Notary Public

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

STATE OF ALABAMA)
COUNTY OF SHELBY

SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that DONNA G. ARNOLD, 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 31ST day of OCTOBER, 2002.


Notary Public

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

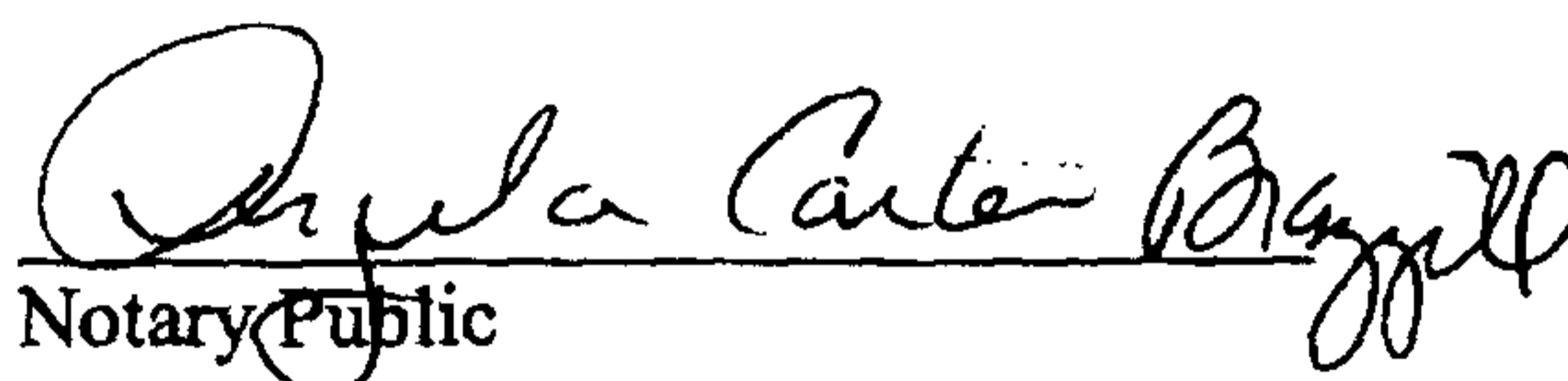
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STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that 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 31ST day of OCTOBER, 2002.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA ATTORNEY
MY COMMISSION EXPIRES: Aug. 13, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS