

_____[Space Above This Line For Recording Data]_____
Prepared By:
LAURI ROBINSON
TransLand Financial Services, Inc.
2701 Maitland Center Pkwy
Maitland, FL 32751
407-667-1780

LOAN MODIFICATION AGREEMENT (MERS)
(Providing for Fixed Interest Rate)

Lenders Loan No: 32000103	
Min: 100081700320001030	MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this **27th** day of **February, 2003** between **NORMAN G. ROCKWELL AND ELAINE S. ROCKWELL, HUSBAND AND WIFE** ("Borrower"), **TransLand Financial Services, Inc. 2701 Maitland Center Pkwy, Ste. 300, Maitland, FL 32751** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated **June 28, 2002** and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber , at page(s) **15**, of the Public Records of **SHELBY County, ALABAMA** 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

140 BRANTLEYVILLE ROAD
MAYLENE, AL 35114

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION along with 2002 28x80 Palm Harbor Model 76 H2 Serial # PH234870 A&B

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **February 27, 2003**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$ 73,100.00**, 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 **7.000%**, from **February 27, 2003**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 486.34**, beginning on the **1st** day of **April, 2003**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.000%** will remain in effect until principal and interest is paid in full. If on **March 1, 2033** (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 **TransLand Financial Services, Inc., 2701 Maitland Center Pkwy, Ste. 300, Maitland, FL 32751** or at such other place as Lender may require.
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.

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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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and.
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

Margaret Koger (Seal)
TransLand Financial Services, Inc. -Lender
By: Margaret Koger
Sr. Vice President

NORMAN G. ROCKWELL (Seal)
-Borrower
ELAINE S. ROCKWELL (Seal)
-Borrower

Margaret Koger
Mortgage Electronic Registration Systems, Inc.
By: Margaret Koger
Assistant Secretary

____ (Seal)
-Borrower
____ (Seal)
-Borrower

[Space Below This Line For Acknowledgments]

Acknowledgement for Borrower:

Signed, sealed and delivered
IN THE PRESENCE OF:

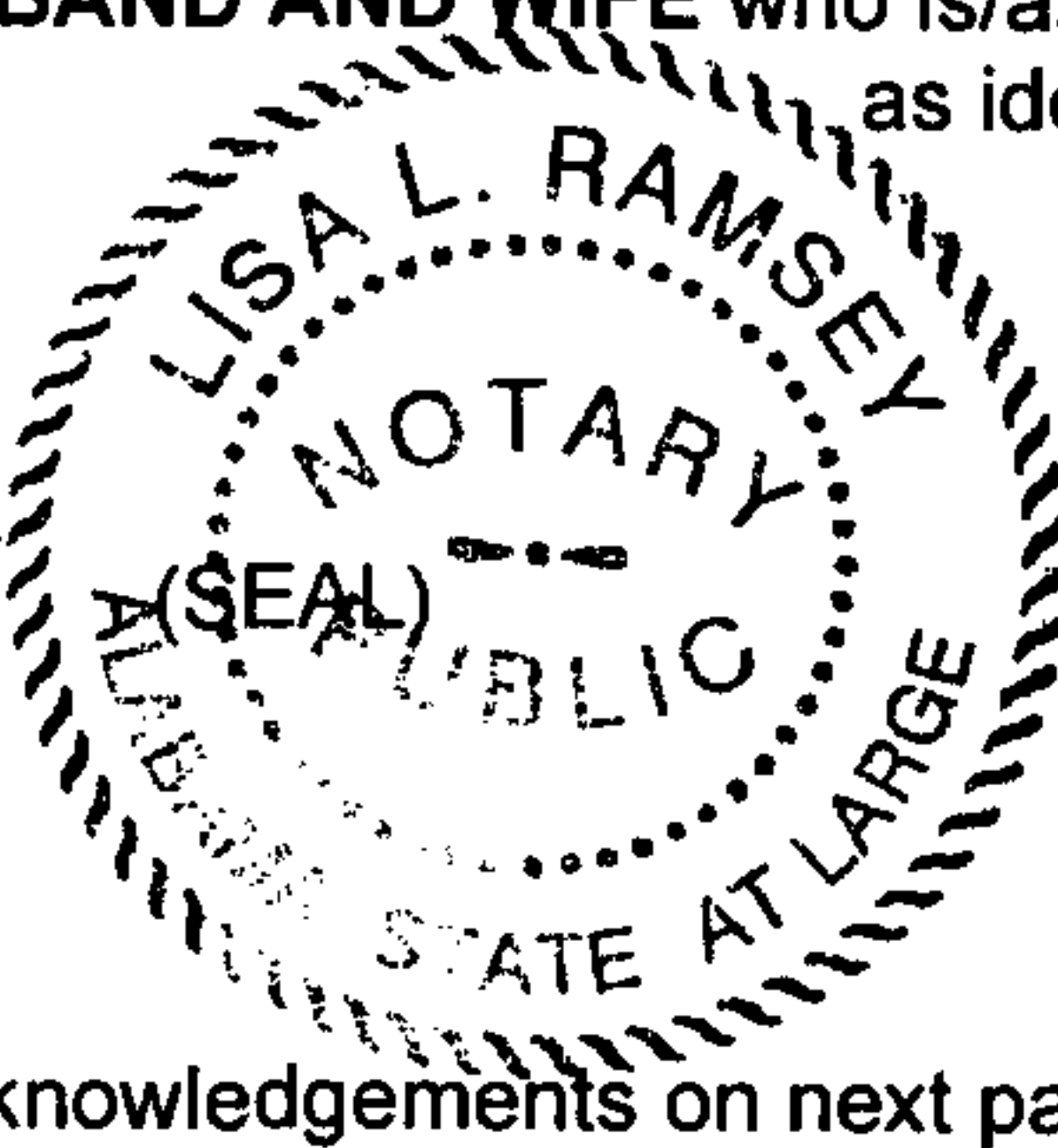
(witness)

(witness)

STATE OF Alabama
COUNTY OF CHILTON

The foregoing instrument was acknowledged before me this 27th day of February, 2003 by **NORMAN G. ROCKWELL AND ELAINE S. ROCKWELL, HUSBAND AND WIFE** who is/are personally known to me or has/have produced _____ as identification and who did/did not take an oath.

Lisa L. Ramsey
Notary Public:
Commission Number:
My Commission Expires: 9/26/06
(Type/Print name)
LISA L. RAMSEY



Additional acknowledgements on next page

Acknowledgement for Lender:

Signed, sealed and delivered
IN THE PRESENCE OF:

Sally Keezer
(witness) SALLY KEEZER

Marilyn Birmingham
(witness) MARILYN BIRMINGHAM

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **25th** day of **February, 2003** by **Margaret Koger as Sr. Vice President** of **TransLand Financial Services, Inc.** on behalf of said corporation. Who are personally known to me and have not taken an oath.

Lauri S. Robinson
Notary Public: (SEAL)
Commission Number:
My Commission Expires:
(Type/Print name)

LAURI S. ROBINSON
Notary Public, State of Florida
My comm. exp. Apr. 4, 2005
Comm. No. DD 011061

Acknowledgement for Mortgage Electronic Registration Systems, Inc. (MERS):

Signed, sealed and delivered
IN THE PRESENCE OF:

Sally Keezer
(witness) SALLY KEEZER

Marilyn Birmingham
(witness) MARILYN BIRMINGHAM

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this 25th day of February, 2003 by Margaret Koger as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. on behalf of said corporation. Who are personally known to me and have not taken an oath.

Lauri S. Robinson
Notary Public: (SEAL)
Commission Number:
My Commission Expires:
(Type/Print name)

LAURI S. ROBINSON
Notary Public, State of Florida
My comm. exp. Apr. 4, 2005
Comm. No. DD 011061

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EXHIBIT "A" to Rockwell Modification

Commence at the Southeast corner of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North 01 degrees 13 minutes 18 seconds W along the east line of said section a distance of 199.89 feet to a found old iron corner; thence on the same course for 158.35 feet to a set ½" rebar and the point of beginning of the property being described; Thence continue along the last described course a distance of 325.27 feet to a set steel rebar corner; thence run North 89 degrees 54 minutes 50 seconds West a distance of 157.66 feet to a set steel rebar corner, Thence run South 18 degrees 18 minutes 22 seconds East a distance of 178.37 feet to a set steel rebar corner, Thence run North 88 degrees 46 minutes 50 seconds East a distance of 105.22 feet to the point of beginning. Property is subject to all easements, rights of way, restrictions and/or limitations of probated record and/or applicable law.

There is a twenty foot wide easement centered on an existing driveway the centerline of which is described as follows:

Commence at the Southeast corner of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North 01 degree 13 minutes 18 seconds W along the east line of said section a distance of 199.89 feet to a found old iron corner; thence continue along last described course for a distance of 325.27 feet to a set steel rebar corner; thence run North 89 degrees 54 minutes 50 seconds West a distance of 157.66 feet to a set steel rebar corner, thence run South 18 degrees 18 minutes 22 seconds East a distance of 47.58 feet to a point in the centerline of an existing driveway and the point of beginning, on a centerline, of the easement being described; thence N 31 degrees 09 minutes 52 seconds W 53.24 feet to a point; thence run N 18 degrees 25 minutes 14 seconds W a distance of 95.00 feet to a point; thence run N 37 degrees 37 minutes 28 seconds W 42.71 feet to a point. Thence run N 49 degrees 49 minutes 20 seconds W a distance of 163.35 feet to a point; thence run N 68 degrees 05 minutes 36 seconds W 46.33 feet to a point; thence run N 86 degrees 34 minutes 09 seconds W 40.02 feet to a point in the centerline of a public road and the end of required easement.


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