

This instrument was prepared by and return to:
SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY, SUITE 100
BIRMINGHAM, ALABAMA 35209

LOAN NO. 40413156
MIN: 1000217-0040413156-5

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

This Note and Security Instrument Modification Agreement (this "Agreement") is entered into this 13th day of MARCH, 2003, by and between KEVIN R. ROBERTS AND MARCELLA Y. ROBERTS, HUSBAND AND WIFE

(herein individually and collectively referred to as "Borrower"), and SOUTHTRUST MORTGAGE CORPORATION, A DELAWARE CORPORATION (herein referred to as "Lender"). Mortgage Electronic Registration Systems, Inc, ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated JULY 1, 2002 and granted 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 pages(s) of the Public/Land Records of JEFFERSON County, ALABAMA and (2) Promissory note ("the Note") dated JULY 1, 2002 in the original principal amount of \$ 325,200.00, which Security Instrument encumbers the property known as 1101 RUSHING PARC DRIVE, HOOVER, ALABAMA 35244 more particularly described in the attached Exhibit A; and

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified in the following respects, only:

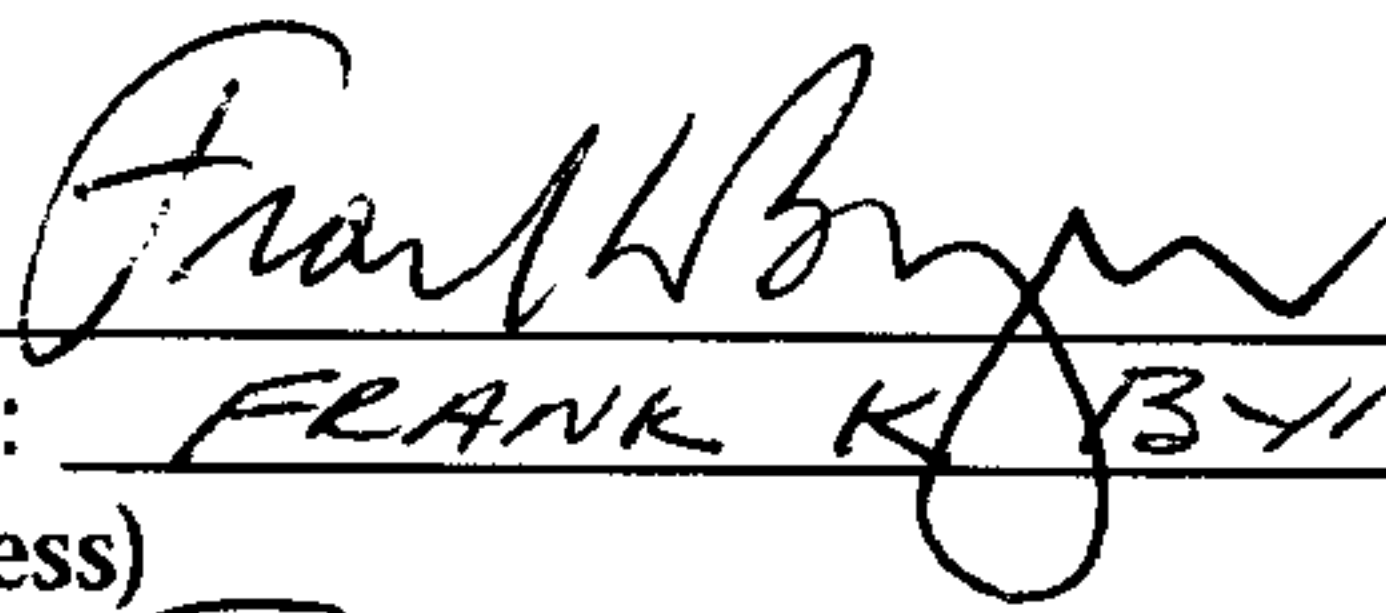


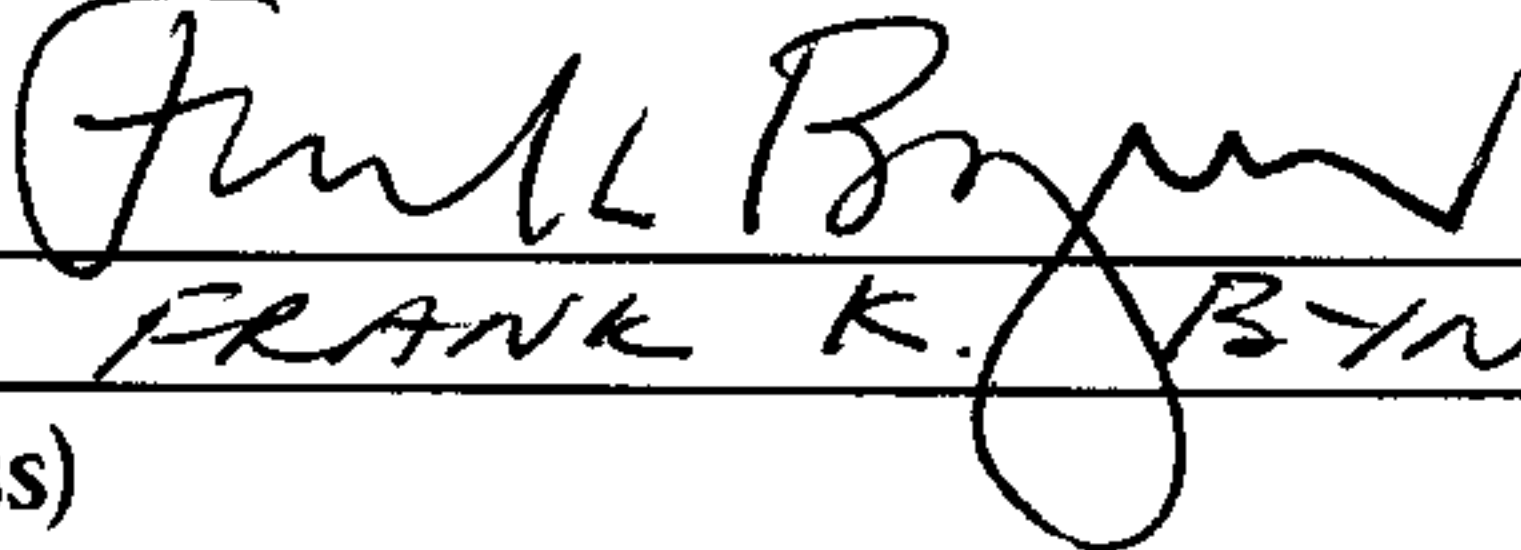
- a) Beginning on the 1st day of MAY, 2003 and on the 1st day of every month thereafter until the 1st day of APRIL, 2013 Borrower will pay only the interest on the unpaid principal balance of the Note. Borrower's initial monthly interest only payment will be in the amount of \$ \$846.87 based on an initial interest rate of 3.125%. The interest rate is subject to change.
 - b) Beginning on the 1st day of MAY, 2013, and on the 1st day of every month thereafter until the Note is paid in full, Borrower will make regular amortizing payments of principal and interest.
 - c) Changes in the amount of Borrower's monthly payment may occur on the 1st day of the month beginning on JULY 1, 2003 and on the same day of the month every month thereafter.
 - d) Interest rate changes may occur on the 1st day of the month beginning on the 1st day of JUNE, 2003 and on the same day of the month every month thereafter.
 - e) The monthly payments, determined precisely in the manner stated in the Note and giving effect to the modifications stated herein, shall continue until the entire indebtedness is fully paid, except that the final payment of the remaining indebtedness shall be due and payable on APRIL 1, 2028 (the "Maturity Date").
 - f) Before each Change Date, the Note Holder will calculate my new interest rate by adding ONE AND SEVEN/EIGHTHS----- percentage point(s) (1.875 %) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point (0.125%). Subject to limit stated below.
 - g) My interest rate will never be greater than 12.000 %.
2. The unpaid principal balance due under the Note as of the date of this Agreement is \$325,200.00
 3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
 4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
 5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

6. If the spouse of the Borrower, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modification of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

Executed on the date first above written.

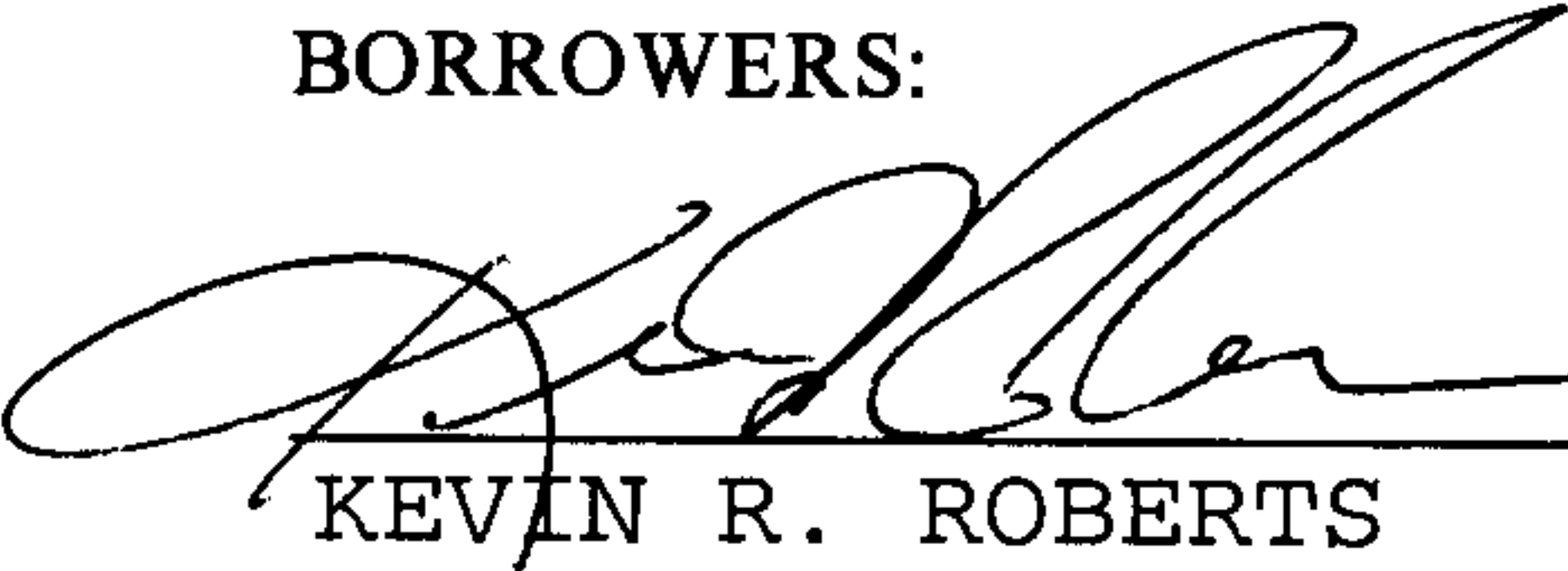
BORROWERS:


Name: FRANK K. BYNUM
(Witness)


Name: FRANK K. BYNUM
(Witness)

Name: _____
(Witness)

Name: _____
(Witness)



KEVIN R. ROBERTS (Seal)



MARCELLA Y. ROBERTS (Seal)

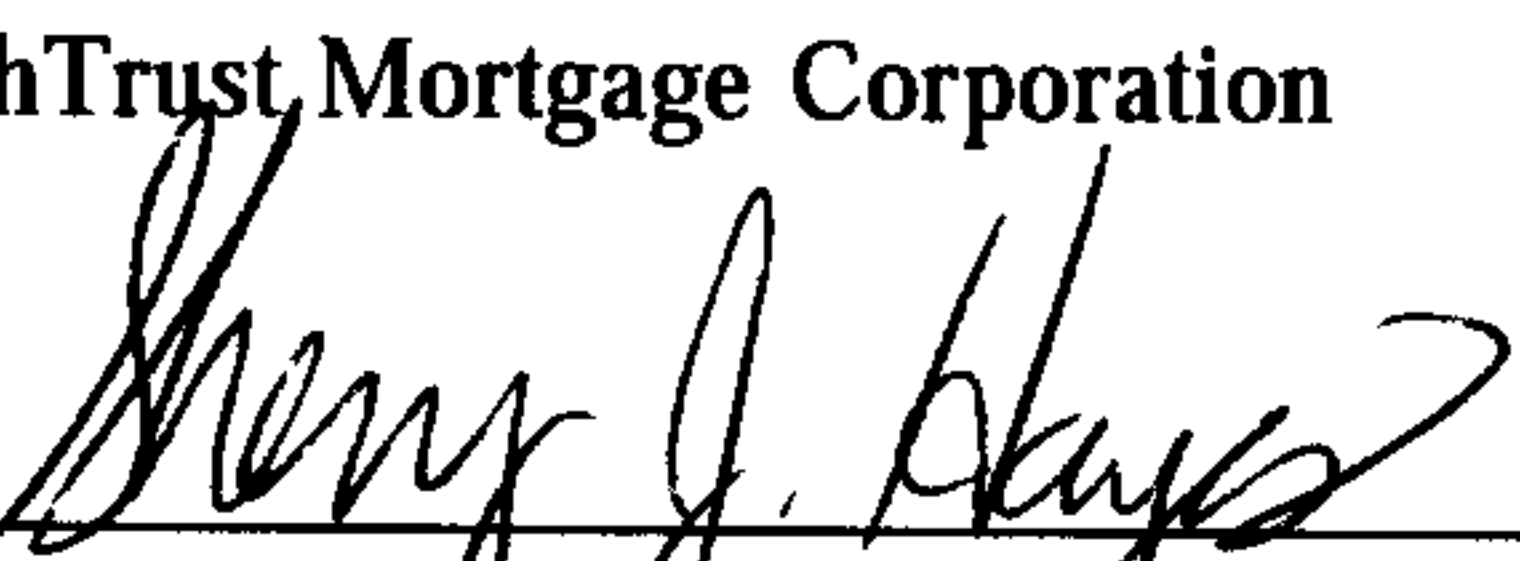
(Seal)

(Seal)

(Seal)

(Seal)

SouthTrust Mortgage Corporation

By: 
Its: asst. secretary

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 13th day of March, 2003,
by Kevin R. Roberts and wife Marcella Y. Roberts who is personally known to me or who has
produced Alabama drivers license as identification and who did (did not) take an oath.

SEAL:

Frank K. Bynum
Notary Public
Frank K. Bynum
Printed Name of Notary

Serial Number, if any
11/20/04
Commission Expiration Date

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 21 day of March, 2003,
by Sherry Hayes, Asst. Secretary of SouthTrust Mortgage Corporation,
organized and existing under the laws of the State of Delaware, on it's behalf. The foregoing officer is
personally known to me and did not take an oath.

SEAL:

Linda T. Blackmon
Notary Public
Commission Expires:
DEC. 29, 2006

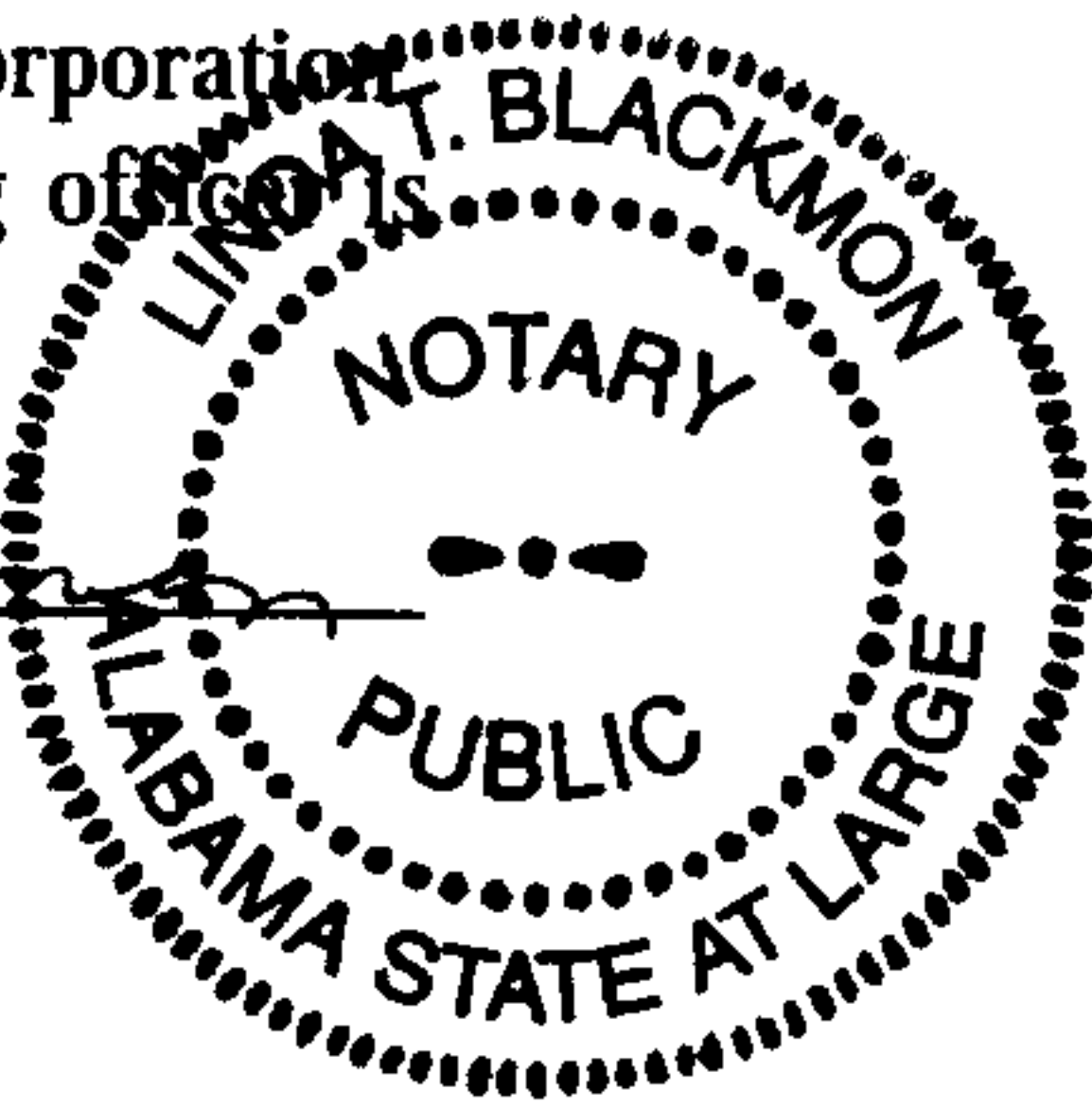


EXHIBIT A

Lot 1, according to a Resurvey of Lots 1 and 48 of a Resurvey of Lots 1,
48 and 50 of Rushing Parc, Sector One, as recorded in Map Book 26, Page 55,
in the Probate Office of Shelby County, Alabama.

Marcella Y. Roberts and Marcella A. Roberts are one and the same person.

PLANNED UNIT DEVELOPMENT RIDER

0303183-1883

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of March, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SouthTrust Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1101 Rushing Parc Drive, Hoover, AL 35244

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants & Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as Rushing Parc

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

Loan #: 40413156

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01

Initial(s) MR MM Page 1 of 2

DCMU550

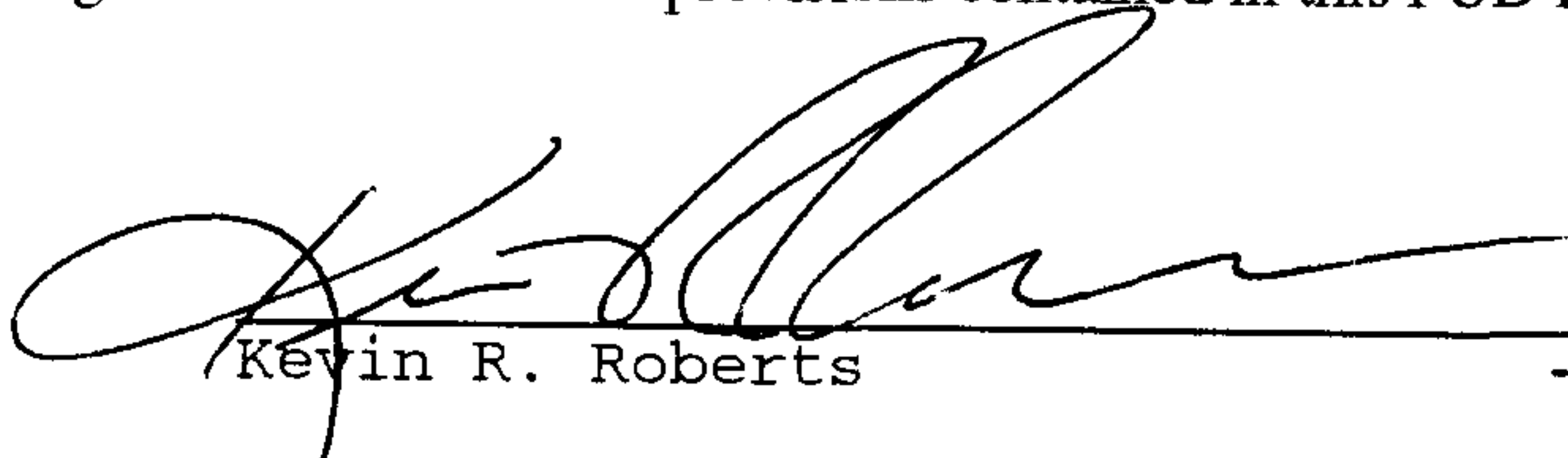
FIRST DATA SYSTEMS, INC.

1-615-361-8404

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



Kevin R. Roberts (Seal)
-Borrower



Marcella Y. Roberts (Seal)
-Borrower

Loan #: 40413156