

Water Recording Mail To  
Pro Close, LLC.  
801 S. Memorial Dr.  
Prattville, AL 36066  
File No. 03-6828

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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: 11125248  
Min: 100081700111252487 MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 30th day of September, 2003 between JAMES RICHARD HORTON, A MARRIED MAN, JOINED BY HIS WIFE AMY HORTON ("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 July 31, 2003 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) 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

20 MERRELL DRIVE  
SHELBY, AL 35143

the real property described being set forth as follows:


LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. "TOGETHER WITH THAT CERTAIN 2003 CAVALIER CAMBRIDGE/LS06C5053 MANUFACTURED HOME WITH A SERIAL NUMBER OF #51480 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 September 30, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 84,500.00, 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 6.750%, from September 30, 2003. Borrower promises to make monthly payments of principal and interest of U.S. \$ 548.07, beginning on the 1st day of November, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.750% will remain in effect until principal and interest is paid in full. If on October 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.

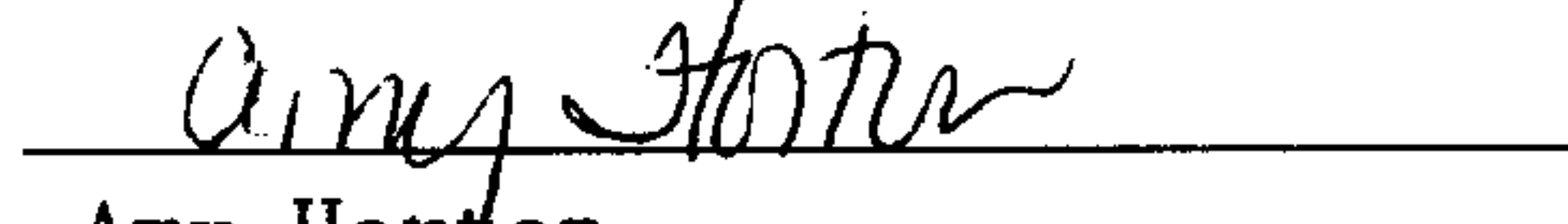
JRH


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.

  
 TransLand Financial Services, Inc.  
 By: Margaret Koger  
 Sr. Vice President

(Seal)  
-Lender

  
 JAMES RICHARD HORTON (Seal)  
-Borrower

  
 Amy Horton (Seal)  
-Borrower

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

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgments]

Acknowledgement for Borrower:

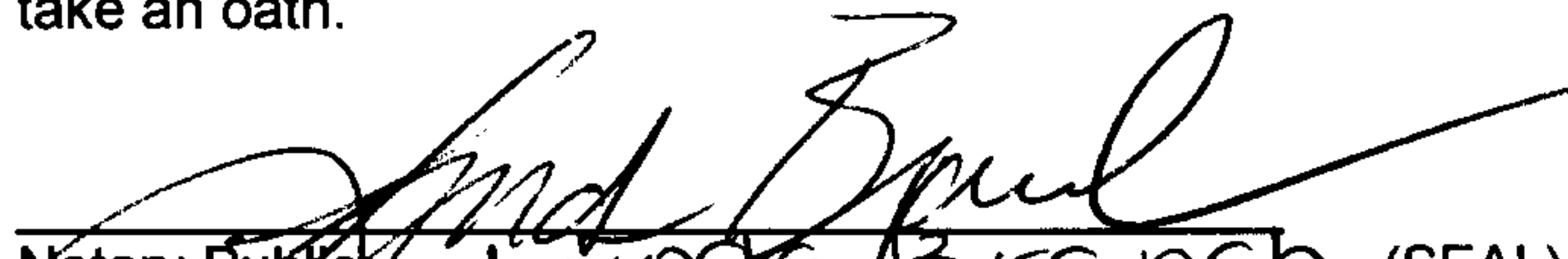
Signed, sealed and delivered  
 IN THE PRESENCE OF:

\_\_\_\_\_  
 (witness)

\_\_\_\_\_  
 (witness)

STATE OF Alabama  
 COUNTY OF Autauga

The foregoing instrument was acknowledged before me this 30th day of September, 2003 by JAMES RICHARD HORTON, A MARRIED MAN, JOINED BY HIS WIFE AMY HORTON who is/are personally known to me or has/have produced as identification and who did/did not take an oath.

  
 Notary Public, Kyda Branch (SEAL)  
 Commission Number: My Commission  
 My Commission Expires: Expires 8/30/04  
 (Type/Print name)

Additional acknowledgements on next page

Acknowledgement for Lender:

Signed, sealed and delivered  
IN THE PRESENCE OF:

Gretchen Gogan  
(witness) **GRETCHEN GOGAN**

Misty Lemay  
(witness) **MISTY LEMAY**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this **30th** day of **September, 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:  
Commission Number:  
My Commission Expires:  
(Type/Print name)

(SEAL)

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:

Gretchen Gogan  
(witness) **GRETCHEN GOGAN**

Misty Lemay  
(witness) **MISTY LEMAY**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this 30th day of September, 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:  
Commission Number:  
My Commission Expires:  
(Type/Print name)

(SEAL)

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

Exhibit "A"

20031014000687830 Pg 4/4 21.00  
 Shelby Cnty Judge of Probate, AL  
 10/14/2003 09:57:00 FILED/CERTIFIED

