20031023000710820 Pg 1/3 18.00
Shelby Cnty Judge of Probate,AL
10/23/2003 13:24:00 FILED/CERTIFIED

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LOAN MODIFICATION AGREEMENT

Loan No. 3013039866
"Borrower", whether one or more:
Christy Lee Mathis

Mail Address:
1013 Wyndham Lane
Helena, AL 35080

This **LOAN MODIFICATION AGREEMENT** ("Agreement"), dated as July 23, 2003 between the Borrower and **AMSOUTH BANK** ("Lender"), amends and supplements: (1) the MORTGAGE (the "Security Instrument"), dated April 5, 2002, and recorded April 9, 2002 Instrument Number 2002-16510 in the Office of Official Records of Shelby County, AL; and (2) the FIXED RATE NOTE (the "Note") bearing the same date as, and secured by, the Security Instrument, which Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1013 Wyndham Lane, Helena, AL. See EXHIBIT A for the legal description of the Property.

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 September 1, 2003, the principal amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is US $53,565.38 consisting of the amount(s) loaned to the Borrower by the Lender, and any interest capitalized to date, and all principal reductions.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.5%, from the date of disbursement of the proceeds of the Note. **The Borrower promises to make monthly payments of principal and interest of US $309.38, beginning on September 1, 2003 and continuing monthly thereafter on the first day of each month until all amounts outstanding are paid in full.**

3. If on May 1, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Loan Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at P.O. Box 11407, Birmingham, Alabama 35246-0013 or at such other place as the Lender may require.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Note and 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.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part, of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof.

Exhibit A
Legal Property Description

Lot 62, according to the Survey of Wyndham, Camden Sector, as recorded in Map Book 22, page 93, in the Probate Office of Shelby County, Alabama.

Mining and Mineral rights excepted.

BORROWER:

Christy Lee Mathis
Christy Lee Mathis

____

WITNESSES:

Nancy Stephens
Print Name: Nancy Stephens

Jesica N. West
Print Name: Jesica N. West

Borrower's Notarial Certificate of Acknowledgment:

STATE OF Alabama, **COUNTY OF** Shelby, **ss:**

The foregoing instrument was acknowledged before me on this 29 day of July, 2003, by ______________________, who is personally known to me or who has produced License as identification and who did take an oath.

My commission Expires: 1-30-07

Notary Public

CHARLES R. CHURCH
Notary Public
STATE OF ALABAMA

LENDER:
AMSOUTH BANK

Attest:

By: Faye Johnson
Its Mortgage Banking Officer

By: Leonora Robinson
Its Assistant Vice President

Lender's Notarial Certificate of Acknowledgment:

STATE OF ALABAMA)
)ss.
COUNTY OF SHELBY)

I, VIRGINIA E BURYN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **LEONORA ROBINSON** and FAYE JOHNSON, personally known to me to be Assistant Vice President and Mortgage Banking Officer of **AMSOUTH BANK,** an Alabama corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Assistant Vice President and Mortgage Banking Officer and by authority granted to them by the Board of Directors of said Corporation, they signed and delivered the said instrument of writing as Assistant Vice President and Mortgage Banking Officer of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of August, 2003.

(Impress official seal here)

VIRGINIA E. BURYN
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 1/3/2005

Virginia E Buryn
Notary Public

This instrument prepared by, and
after recording, return to: Gino Colletti
AMSOUTH BANK
1501 Woodfield Road, Suite 400 East
Schaumburg, Illinois 60173-4982
Attention: Gino Colletti
Phone: 1-800-333-4471 Extension 8180