

This Document Prepared By:
After Recording Return To:
David Obata
c/o The Law Offices of David J. Stern
801 S. University Dr, Suite 500
Plantation, FL 33324
Loan #0020244505
DJS #03-04335

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rates)

This Loan Modification Agreement ("Agreement"), made this 11TH day of FEBRUARY 2003, between RONNIE MARTIN AND JOANN MARTIN, HUSBAND AND WIFE ("Borrower") and BA MORTGAGE, LLC (A WHOLLY OWNED SUBSIDIARY OF BANK OF AMERICA, N.A.) SUCCESSOR IN INTEREST BY MERGER OF NATIONSBANC MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), in the original principal amount of \$105,060.00, dated DECEMBER 21, 1995, filed DECEMBER 28, 1995, in Official Records as Instrument No. 1995-37073, in 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 3050 HIGHWAY 10 WEST, MONTEVALLO, ALABAMA 35115 [Property Address]

the real property described being set forth as follows:

REFER TO ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF 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 JANUARY 1, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$103,740.25 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

***NO MORTGAGE TAX IS DUE ON THE MODIFICATION. ORIGINAL PRINCIPAL BALANCE WAS \$105,060.00 AND NEW PRINCIPAL BALANCE IS \$103,740.25.**

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.500%, from JANUARY 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$725.37, beginning on the 1ST day of FEBRUARY 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2033 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 101 E. Main Street, Suite 400, Louisville, KY 40232-5140 or at such other place as the Lender may require.

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

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; 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 partly 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness by:

Shelia Allen (Seal)

Printed name:

Brandy Brown (Seal)

Printed name:

Ronnie Martin (Seal)
RONNIE MARTIN - Borrower

Joann Martin (Seal)
JOANN MARTIN - Borrower

BA Mortgage, LLC (Corporate Seal)

By:

Scott Manning
Printed name: Scott Manning - Senior Vice President

[Space Below This Line For Acknowledgment]

Borrower's Acknowledgment

STATE OF ALABAMA

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 20th day of February, 2003 by Ronnie Martin and Joann Martin, who produced Id. Licenses as identification or who is (are) personally known to me.

Connie S. Jeffery
Notary Public

Print Name:

My Commission Expires:

Notary Public, Alabama, State at Large
My Commission Expires February 13, 2005

Lender's Acknowledgment

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this BRO day of MARCH, 2003 by Scott Manning, as a Senior Vice President of BA Mortgage, LLC, who produced _____ as identification or who is personally known to me.

Kristopher Rebut
Notary Public

Print Name:

My Commission Expires:

KRISTOPHER REBUCK
Notary Public, State at Large, KY
My Commission Expires 08/09/06

EXHIBIT "A"

SITUATED IN THE STATE OF ALABAMA, COUNTY OF
SHELBY, TO-WIT:

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST
1/4 OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 4
WEST, SHELBY COUNTY, ALABAMA, BEING ALSO A PART
OF PROPERTY RECORDED IN DEED BOOK 302, PAGE 89,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID 1/4-
1/4 SECTION; THENCE RUN NORTH ALONG THE EAST
LINE OF SAID 1/4-1/4 SECTION 978.00 FEET TO A
POINT 331.20 FEET SOUTH OF THE NORTHEAST CORNER
OF SAID 1/4-1/4 SECTION; THENCE TURN 91°51' TO
THE LEFT AND RUN WEST 498.03 FEET TO A POINT;
SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE TURN 90°00' LEFT AND RUN SOUTH 301.00
FEET TO A POINT; THENCE TURN 90°00' RIGHT AND
RUN WEST 312.33 FEET TO A POINT ON THE
NORTHEAST RIGHT-OF-WAY LINE OF SHELBY COUNTY
ROAD NO. 10; THENCE TURN RIGHT AND RUN
NORTHWESTERLY ALONG SAID RIGHT-OF-WAY ON A
CURVE TO THE RIGHT, A RADIUS OF 675.74 FEET,
FOR AN ARC LENGTH OF 339.24 FEET TO A POINT OF
TANGENT; THENCE RUN NORTHWESTERLY ALONG R.O.W.
21.70 FEET; THENCE TURN 109°22' RIGHT AND RUN
EAST 510.00 FEET TO THE POINT OF BEGINNING.