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Prepared by: Karen LoMonte
US Bank Home Mortgage
809 South 60th Street, Suite 210
West Allis, WI 53214

INV#0930636430
Loan#4800034620

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 27th day of October 2003, between Annie M. McCarter (Borrowers), and Federal Home Loan Mortgage Corporation (Lender) amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 26, 1996, securing the original principal sum of U.S. \$95,000.00 recorded on December 11, 1996 in Instrument # 19961211000467641 Book No. # ---, Page # --- of the Shelby County Records in the State of Alabama. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: 1779 Indian Hill Road the real property described being set forth as follows:

Pelham, Alabama 35124
Lot 28, according to the Survey of Chaparral, First Sector, Phase II, as Recorded in Map Book 8 page 114 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property:
2. As of December 1, 2003 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$86,880.41.
3. The Borrower promised to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 6.250%%, beginning December 1, 2003. The Borrower promises to make monthly payments of principal and interest of U. S. \$594.16, beginning on the 1st day of January 1, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2026 (the "Modified Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42302 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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, all terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Annie M. McCarter (Seal)
Annie M. McCarter

_____(Seal)

State of: ALABAMA
County of: SHELBY

X [Signature]
Witness for Borrower

X [Signature]
Witness for Borrower

I hereby certify, that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared, Annie M. McCarter, to be known to be the person (s) described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state aforesaid this 27 day of Oct, 2003.

My Commission expires: 1-30-07

[Signature]

Signature Notary Public

Charles R Church

Name (typed or printed)

205 716 1944

Notary Phone Number



U16537187-010R02

BLN LN MODIFICA
LONN# 4800034620
US Recordings

Lender:

US BANK N.A

Attny in Fact Federal Home Loan Mortgage Corporation

By [Signature]

Gordana Tomasevic, Vice President

Witness

State of Wisconsin
County of Milwaukee

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Gordana Tomasevic, Vice President and was executed and acknowledged and delivered to be the act and deed of the above company.

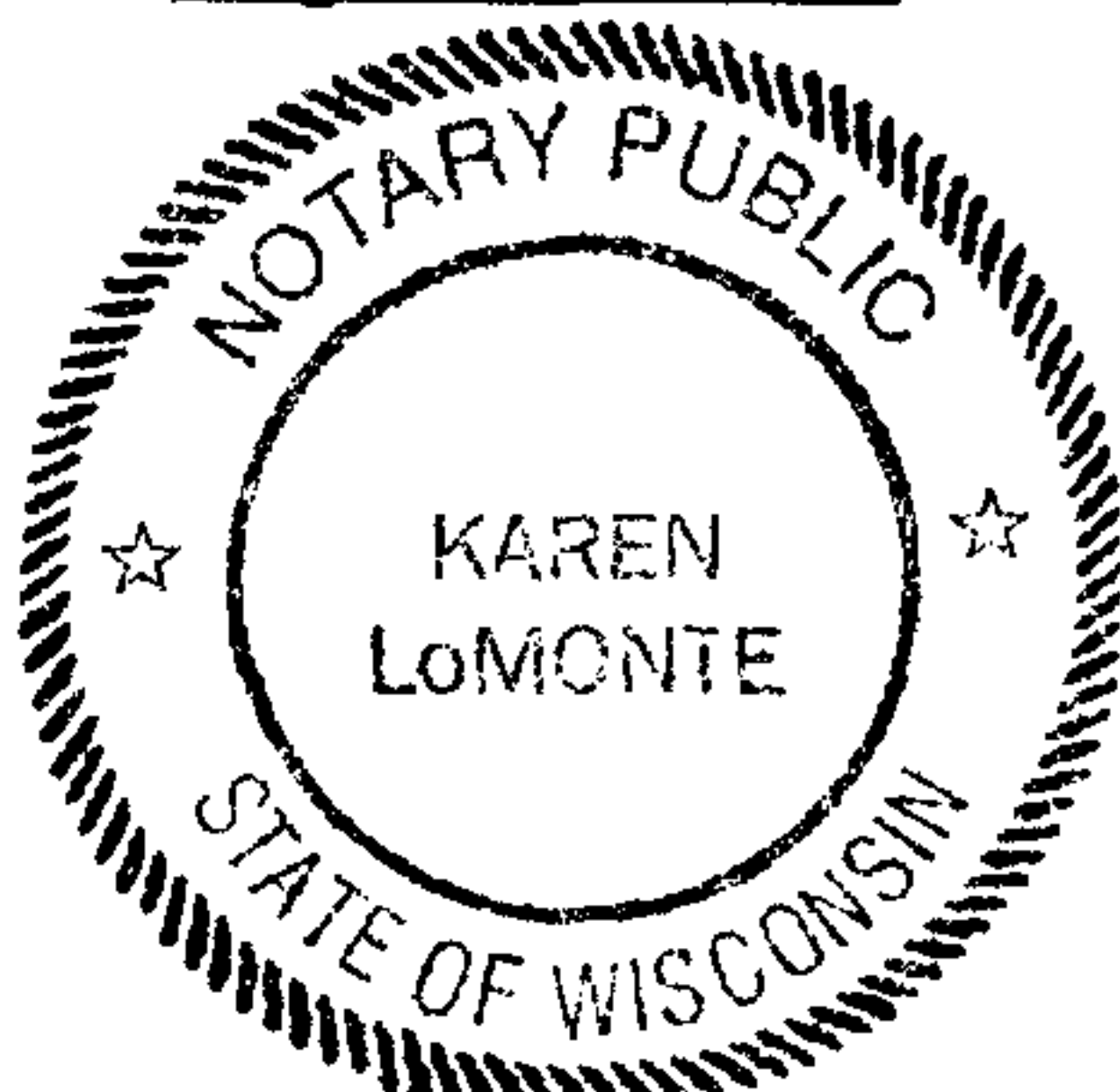
Witness my hand and seal of office this 31st day of October, 2003.

My Commission Expires: August 19, 2007

[Signature]

Karen LoMonte

Name (typed or printed)



KAREN LoMONTE
Notary Public - State of Wisconsin
My Commission Expires Aug. 19, 2007