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Waterbury, CT 06702

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**LOAN MODIFICATION AGREEMENT**  
(To Modify Fixed Interest Rate - "ALL-IN-ONE™ Float-Down")

This Loan Modification Agreement ("Agreement"), made as of **January 29, 2004**, between

**RHONDA T MILES** and **DAVID D MILES**

("Borrower"), residing at

**COUNTY ROAD 81, VINCENT, AL 35178**

and **ABN AMRO MORTGAGE GROUP, INC.**, with a principal place of business at 2600 W. Big Beaver Road, Troy, MI 48084, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **April 25, 2003** and recorded in

Instrument # **20030502000273200**

Book or Liber \_\_\_\_\_, at Page(s) \_\_\_\_\_,

of the **Probate** Records of **Shelby Co., 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

**COUNTY ROAD 81, VINCENT, AL 35178**

the real property described being set forth as follows:

**See Legal Description Attached Hereto And Incorporated Herein**

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 29, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$294,400.00**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

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 **5.6250%** from **February 1, 2004**. The Borrower promises to make monthly payment of principal and interest of U.S. **\$1,711.51** beginning on the **1st** day of **March, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 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 **ABN AMRO MORTGAGE GROUP, INC.**, 2600 W. Big Beaver Road, Troy, MI 48084, 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 the Security Instrument.

4. 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.

5. 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.

6. 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.

7. By the execution of this modification the construction rider is terminated, is no longer valid and shall be of no further force and effect; provided however, that all interest required thereunder; and all existing causes of action, claims or rights of the Lender thereunder shall be unaffected and undiminished by such termination. (Lender's signature is on next page)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witness

*Rhonda T. Miles*

**RHONDA T MILES**

(Seal)

Borrower

Witness

*David D. Miles*

**DAVID D MILES**

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

\_\_\_\_\_(Space Below This Line For Acknowledgement)\_\_\_\_\_

STATE OF ALABAMA,

*Jefferson*

County ss:

I, the undersigned Notary Public in and for the State and County aforesaid, hereby certify that

**RHONDA T MILES** and **DAVID D MILES**

, whose name(s) is / are signed to the foregoing instrument, and who is / are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he / she / they executed the same voluntarily on the day

the same bears date. *2nd* day of *February*

, 200*4*

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **May 29, 2005**

My Commission Expires:

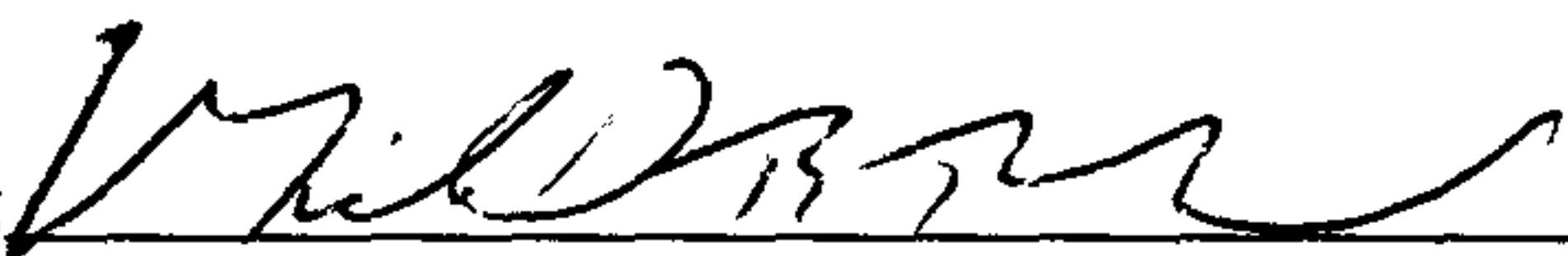
BONDED THRU NOTARY PUBLIC UNDERWRITERS

*Marcy L. Gray*  
Notary Public

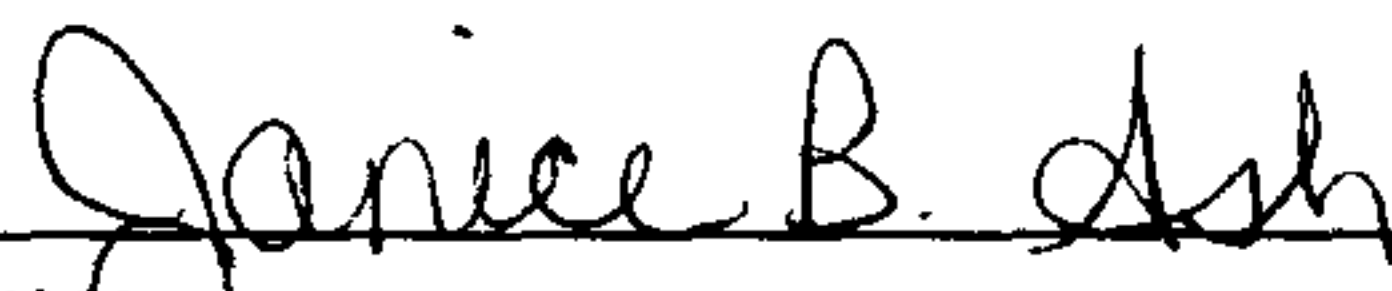
This instrument was prepared by:

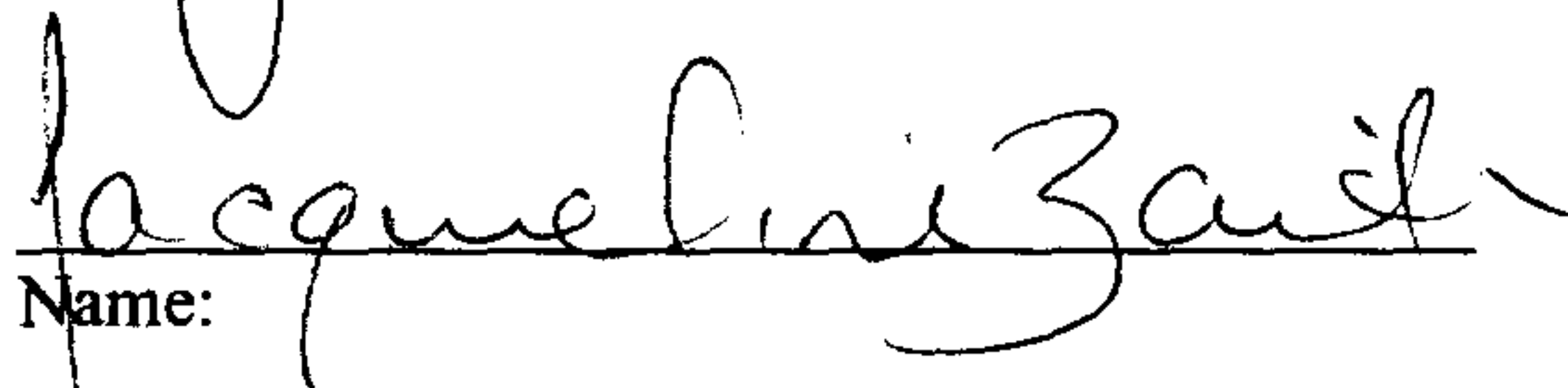
IN WITNESS WHEREOF, this Agreement has been duly executed by:

ABN AMRO MORTGAGE GROUP, INC.

BY:  (SEAL)  
MICHAEL B. BUCKLEY  
Its Duly Authorized Vice President

WITNESSES

  
Name:

  
Name:

STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN

)  
) ss. Waterbury

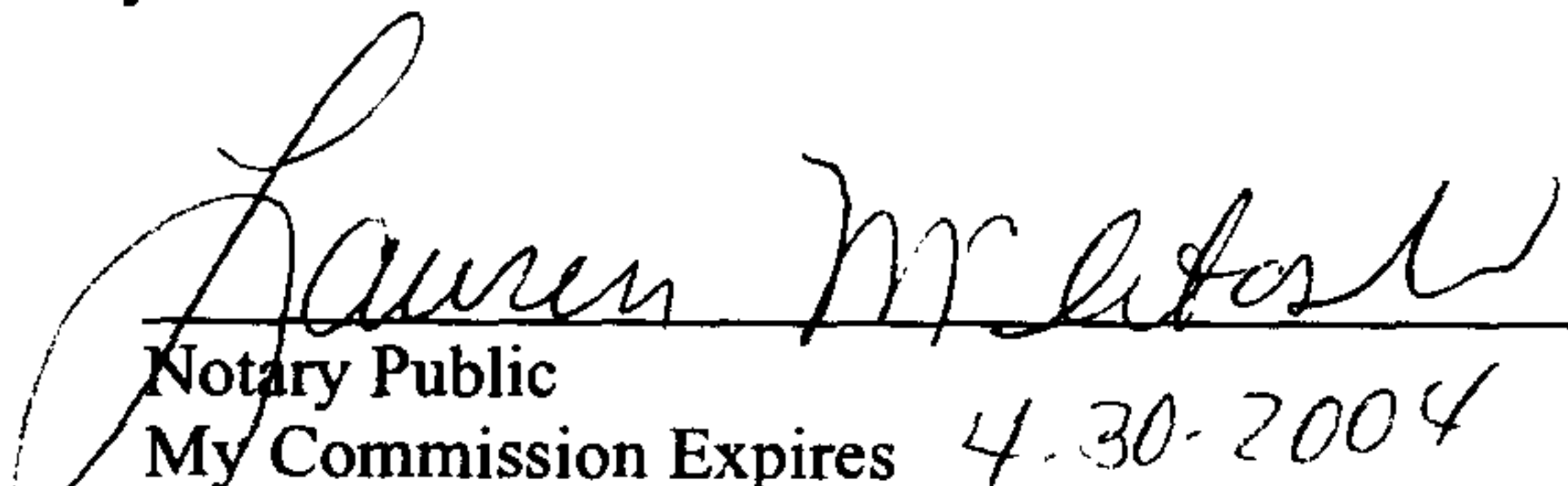
On the 29th day of January, 2004, before me, the undersigned, a Notary Public in  
and for said State, personally appeared

MICHAEL B. BUCKLEY

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by  
his signature on the instrument, he acted on behalf of the Corporation and executed the instrument as its duly  
authorized Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand.

(This area for Official Notarial Seal)

  
Notary Public  
My Commission Expires 4-30-2004