

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4th day of March, 2004, between DONALD G. COCHRAN and TAMMY T. COCHRAN, HUSBAND AND WIFE

(**"Borrower"**) and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING ASSOCIATION (**"Lender"**), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the **"Security Instrument"**), dated JUNE 5, 2003 and recorded in Book or Liber * , at page(s) -----, of the JUDGE OF PROBATE 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

685 HIGHWAY 36, CHELSEA, AL 35043
[Property Address]

C10COCHRAN, DON

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LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0005) Form 3179 1/01
Page 1 of 4 MW 05/00 Initials: DGC TTC
VMP MORTGAGE FORMS - (800)521-7291



*20030613000371380

the real property described being set forth as follows:
PLEASE SEE ATTACHED EXHIBIT "A"

This is to certify that Donald G. Cochran is one and the same as
Donald G. Cochran, Jr.

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 MARCH 4, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 151,920.00, 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 5.1250 %, from MARCH 4, 2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,211.29, beginning on the 1 day of APRIL 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2019 (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, 1927 FIRST AVENUE NORTH, BIRMINGHAM, AL 35203

or at such other place as Lender may require.

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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.

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; and
 - (b) all terms and provisions of any adjustable rate rider 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.

C10COCHRAN, DON

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 (Seal)
DONALD G. COCHRAN -Borrower

 (Seal)
TAMMY T. COCHRAN -Borrower

_____ (Seal)
-Borrower

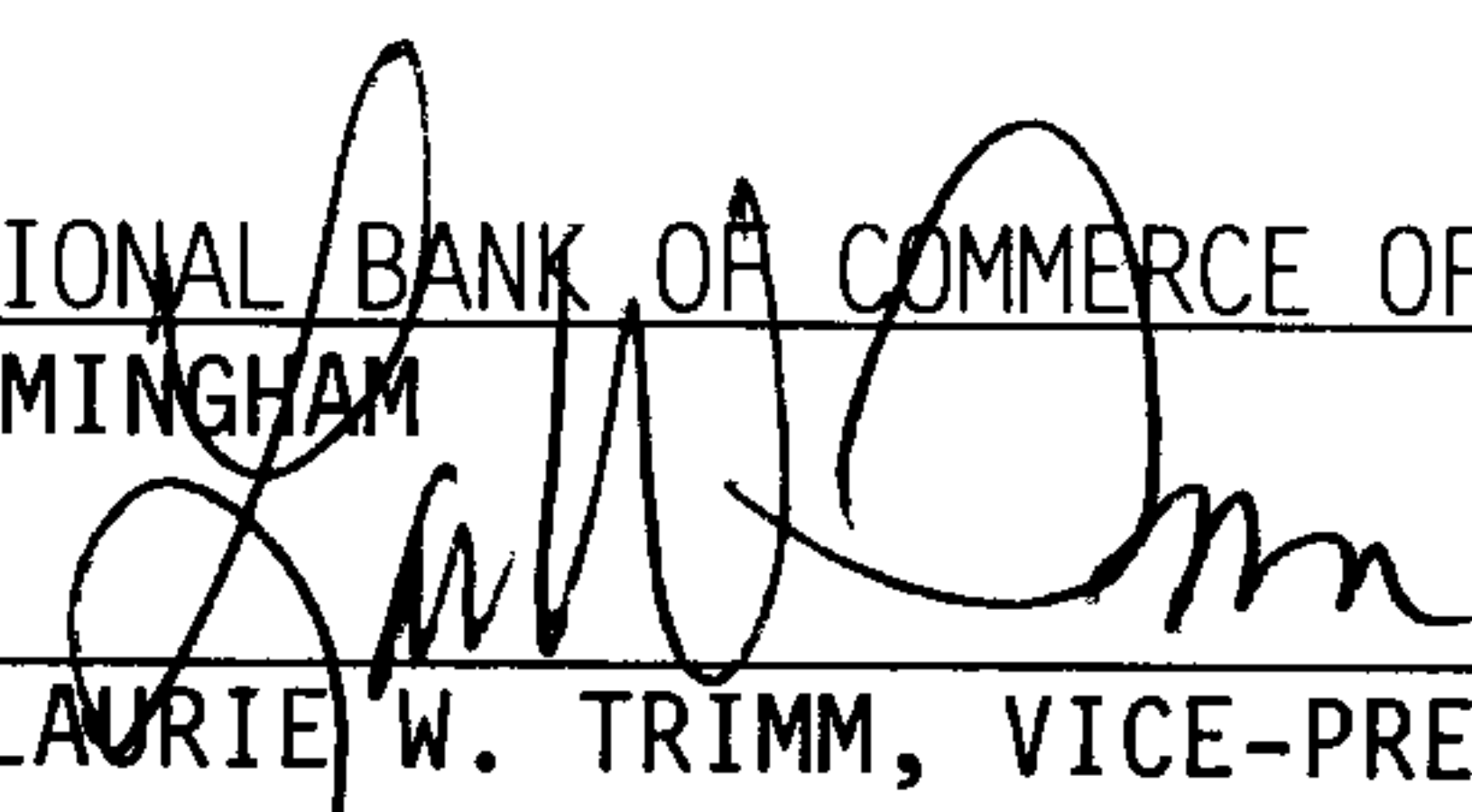
_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

NATIONAL BANK OF COMMERCE OF (Seal)
BIRMINGHAM -Lender
By: 
LAURIE W. TRIMM, VICE-PRESIDENT

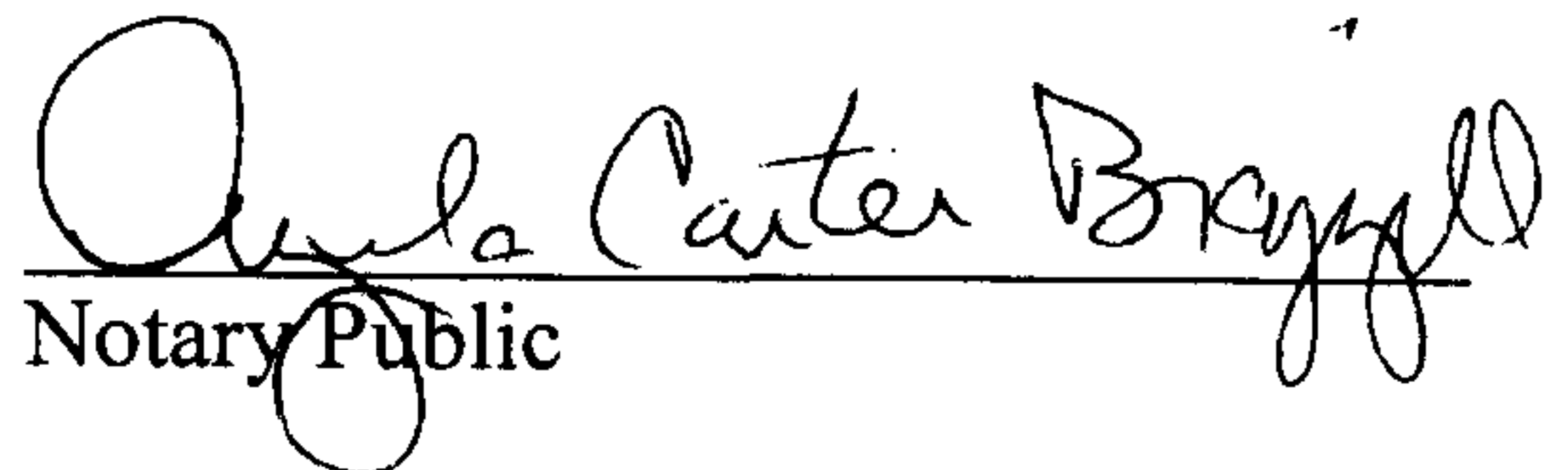
_____ [Acknowledgments To Be Attached] _____

C10COCHRAN, DON 0

STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Angela Carter Brazzill, A Notary Public, in and for said County in said State, hereby certify that Laurie W. Trimm whose name as Vice President of National Bank of Commerce of Birmingham, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand this the 4th day of March, 2004.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON

SS.

I, the undersigned, A Notary Public, in and for said County in said State, hereby certify that Donald G. Cochran and Tammy T. Cochran, husband and wife, whose names ~~are~~ signed to the Foregoing conveyance, and who ~~is~~ known to me, or has produced Driver's License as identification, acknowledged before me on this day, being informed of the contents of the conveyance, ~~they~~ executed the same voluntarily on the day the same bears date.

Given under my hand this the 4th day of March, 2004


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 27, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITER

My commission expires: _____

EXHIBIT "A"

Commence at the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 5, Township 20 South, Range 1 West, Shelby County, Alabama; thence N 89°05'55" E a distance of 208.62 feet; thence S 89°36'50" E a distance of 211.95 feet to the Point of Beginning; thence N 86°42'25" E a distance of 107.82 feet; thence N 89°07'38" E a distance of 71.00 feet; thence S 06°08'34" E a distance of 201.44 feet to the edge of a lake; thence S 55°41'36" W along the edge of said lake a distance of 48.89 feet; thence S 48°59'43" W along the edge of said lake a distance of 54.42 feet; thence S 49°59'30" W along the edge of said lake a distance of 41.55 feet; thence S 68°22'17" W along the edge of said lake a distance of 28.33 feet; thence S 87°08'55" W along the edge of said lake a distance of 54.12 feet; thence N 63°26'09" W along the edge of said lake a distance of 40.16 feet; thence N 38°21'56" W along the edge of said lake a distance of 33.51 feet; thence N 07°13'59" W along the edge of said lake a distance of 41.24 feet; thence N 22°58'58" W along the edge of said lake a distance of 54.48 feet; thence N 11°11'43" W along the edge of said lake a distance of 32.83 feet; thence N 32°50'55" E and leaving said edge of lake a distance of 153.08 feet to the POINT OF BEGINNING.

30 FOOT INGRESS, EGRESS, DRAINAGE, AND UTILITY EASEMENT situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

Commence at the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 5, Township 20 South, Range 1 West, Shelby County, Alabama; thence N 01°49'07" E a distance of 313.90 feet to the southerly right-of-way of Shelby County Highway 36; thence N 73°48'37" E along said right-of-way a distance of 31.55 feet to the POINT OF BEGINNING of the easterly and northerly lines of a 30 foot ingress, egress, drainage, and utility easement lying 30 feet west and south of and parallel to described line; thence S 01°49'07" W along said edge of said easement a distance of 202.90 feet; thence S 11°52'51" E along said edge of said easement a distance of 121.45 feet; thence N 89°05'55" E along said edge of said easement a distance of 149.80 feet; thence S 89°36'50" E along said edge of said easement a distance of 211.95 feet to the END of said easement.