

(Space Above this Line for Recording Date)

LOAN NO. 5050000688

LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18TH day of MARCH, 2004, between

ROBERT C SINCLAIR AND DONNA H SINCLAIR, HUSBAND & WIFE ("Borrower")
and FIRST FEDERAL OF THE SOUTH ("Lender"), amends
and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the
"Security Instrument"), dated APRIL 26, 2001, and recorded in Book or Liber ISNT # 2001 - 17376
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 140 WINDSOR LANE, PELHAM ALABAMA 35124

(Property Address)

the real property described being set forth as follows:

LOT 1305, ACCORDING TO THE SURVEY OF AMENDED MAP OF WEATHERLY, WIXFORD FOREST,
SECTOR 13, AS RECORDED IN MAP BOOK 22 PAGE 23 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED TOWARD THE PURCHASE PRICE OF THE HEREIN
DESCRIBED 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 FEBRUARY 23, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal
Balance") is U.S. \$ 333,339.67, 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 4.0 % (the "initial rate of interest"), from MARCH 1, 2004
_____. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,682.17, 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, 2031 (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 understands and agrees that the initial rate of interest may change on the first day of FEBRUARY, 2007
_____, and on that day every 12 month thereafter on the "change date" as such term is defined in the Note and Security
Instrument.

The Borrower will make such payments at 126 NORTH NORTON AVENUE, SYLACAUGA, AL 35150
_____, or at such other place as the Lender may require.

3. 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, including:
 - (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.

4. 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: _____

 (Seal)
Borrower ROBERT C SINCLAIR

Witness: _____

 (Seal)
Borrower DONNA H SINCLAIR

Borrower (Seal)

Borrower (Seal)

Lender: _____
20040414000192850 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
04/14/2004 12:18:00 FILED/CERTIFIED

Witness: _____

By: _____
[Authorized Officer Name]

Witness: _____

Its: _____
[Authorized Officer Title]

(Space Below this Line for Acknowledgements)

STATE OF ALABAMA
COUNTY OF JEFFERSON

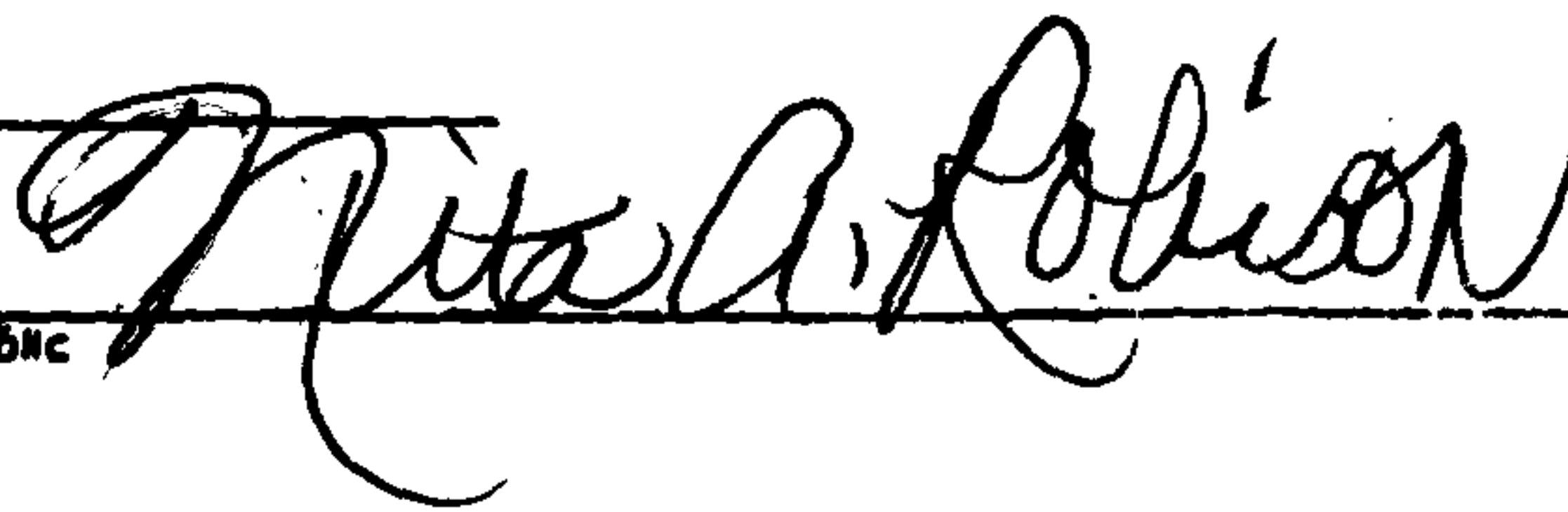
} ss:

On this 18th day of MARCH, 2004, I, the undersigned authority a Notary Public in and for said county and in and for said state, hereby certify that ROBERT C SINCLAIR AND DONNA H SINCLAIR, HUSBAND & WIFE whose name(s) IS signed to the foregoing conveyance, and who IS known to me, acknowledged before me that, being informed of the contents of the conveyance, THEY executed the same voluntarily and as THEIR act on the day the same bears date.

Given under my hand and seal of office this 18TH day of MARCH

My Commission expires: MY COMMISSION EXPIRES FEB. 13, 2006

Notary Public



STATE OF
COUNTY OF

} ss:

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of First Federal of the South, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this _____ day of _____

My Commission expires:

Notary Public