



20040709000379070 Pg 1/6 297.80  
Shelby Cnty Judge of Probate, AL  
07/09/2004 08:51:00 FILED/CERTIFIED

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LOAN NO. 1644995

**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

MIN: 100012900016449956 MERS Phone: 1-888-379-6377

This Loan Modification Agreement ("Agreement"), made this 1st day of July,  
2004, between BARRY L NABORS AND WIFE  
TIFFANY H NABORS

("Borrower") and  
Guaranty Residential Lending, Inc.

("Lender"),  
and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the  
Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 4/04/2003 and  
*granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as*  
*nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint Michigan 48501-2026)* and  
recorded as Document No. 20030415000227920, at page(s) , of the

JUDGE OF PROBATE

Records of

[Name of records]

SHELBY COUNTY, ALABAMA

, and (2) the Note bearing the

[County and State, or other Jurisdiction]

LOAN MODIFICATION - FIXED  
TO6DN53 (0404)

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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

**4028 BENT RIVER LANE, BIRMINGHAM, ALABAMA 35244**

[Property Address]

the real property described being set forth as follows:

**All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.**

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 **July 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$ **181,200.00**, 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 **7.625%** from **July 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,282.53**, beginning on the **1st** day of **August, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **July 1, 2034** (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 **1300 S. Mopac Expressway, Austin, TX 78746-6947**, 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; 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

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(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.

5. The Security Instrument as hereby modified is hereby ratified and confirmed by Borrower and Lender and every provision, covenant, warranty, representation, condition, obligation, right and power contained in and under the Security Instrument and the Note, as amended, shall continue in full force and effect, affected by this Agreement only to the extent of the amendment and modification set forth above.

RICK D. SCOTT, SR.

SR. V.P. CONST. LENDING

Guaranty Residential Lending, Inc.

RICK D. SCOTT, SR.

[Typed Name] Assistant Secretary

Mortgage Electronic Registration Systems, Inc.

*Rosa Matthews*

Witness

*B. Johnson*

Witness

*[Signature]*  
(Seal)  
BARRY L NABORS

Borrower

*[Signature]*  
(Seal)  
TIFFANY H NABORS

Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

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Borrower

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(Seal)  
Borrower

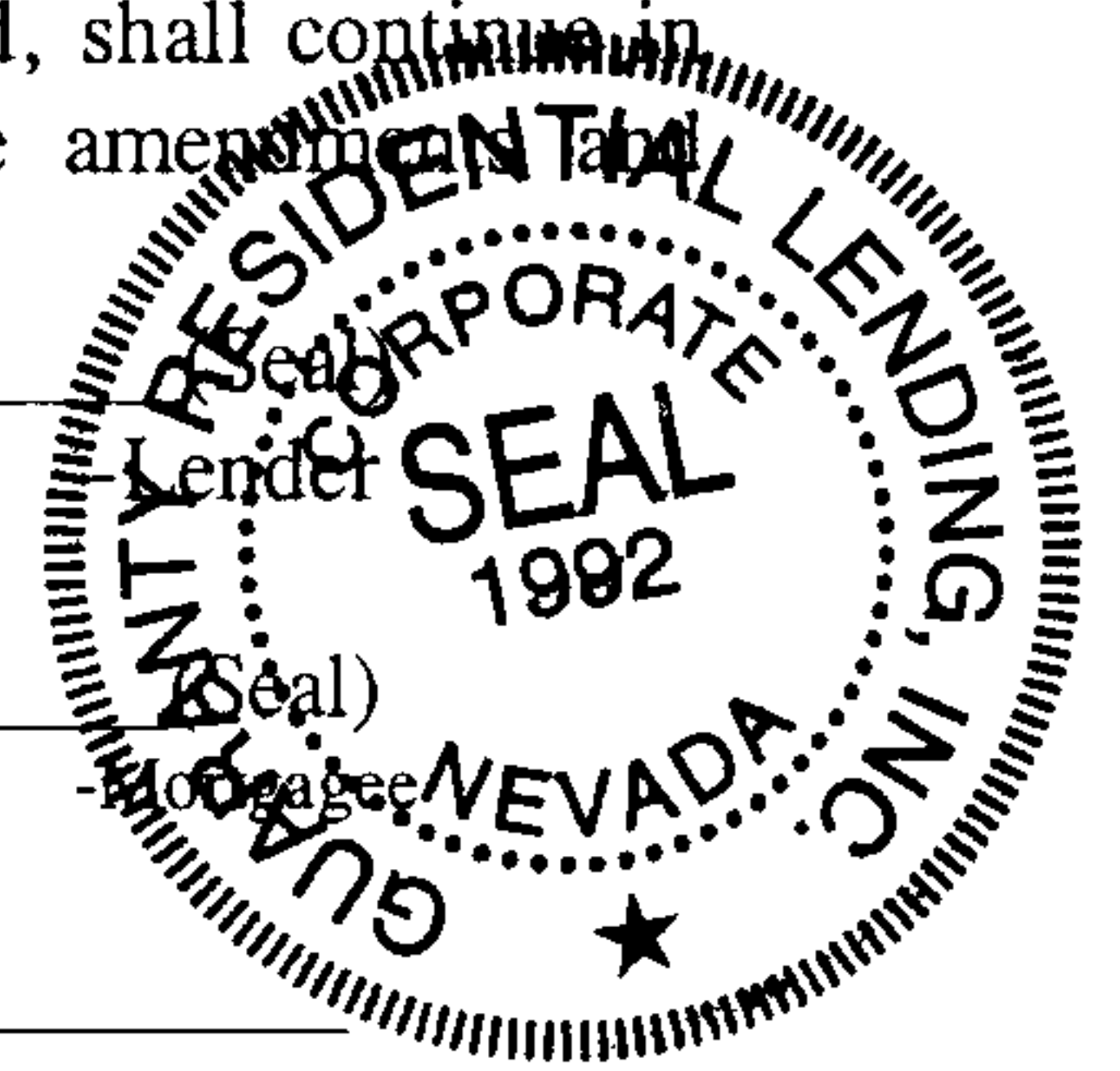
\_\_\_\_\_  
(Seal)  
Borrower

TO6DN55 (0404)

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Initials

*[Signature]*  
*[Signature]*





LOAN NO. 1644995

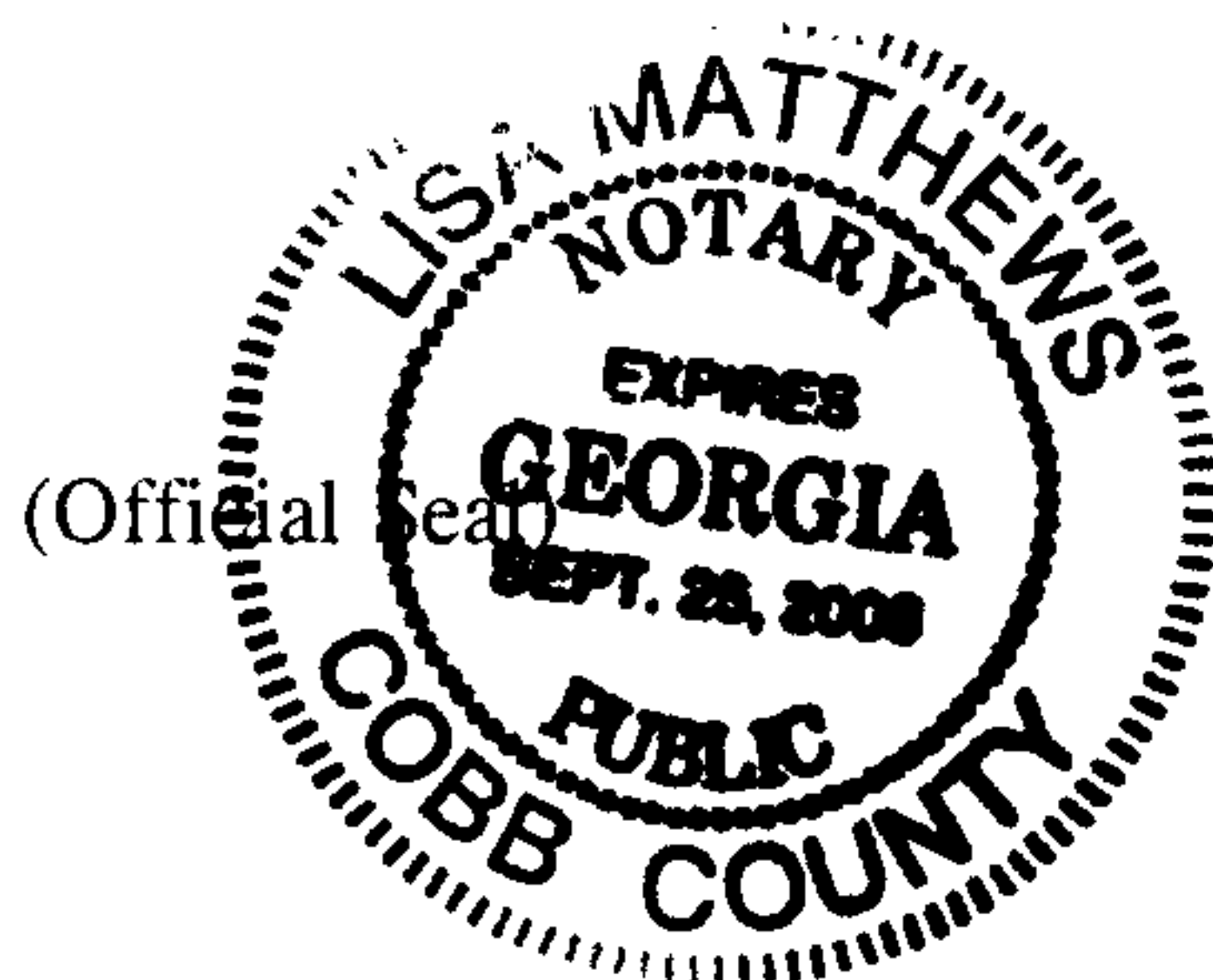
[Space Below This Line For Acknowledgments]

STATE OF GEORGIA )  
COUNTY OF COBB ) ss:

On 7/01/2004 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared RICK D. SCOTT, SR.

To me personally known (or producing \_\_\_\_\_ as identification), who, being duly sworn by me, did say that he/she/they is/are the SR. V.P. CONSTRUCTION LENDING AND

ASSISTANT SECRETARY FOR MERS of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.



Lisa Matthews  
Notary Public for the state of  
Print Name:  
My commission expires:

LOAN NO. 1644995

AFTER RECORDING MAIL TO:  
GUARANTY RESIDENTIAL LENDING, INC.  
Banking and Shipping Dept.  
P.O. Box 2198  
Austin, TX 78768-2198

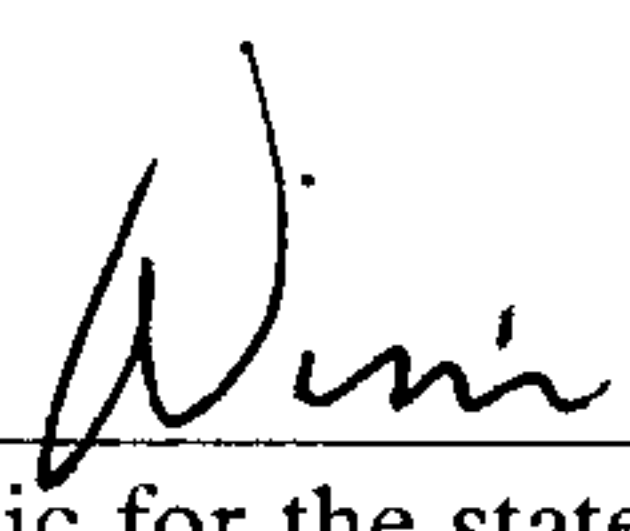
STATE OF Alabama )  
COUNTY OF Jefferson ) ss:

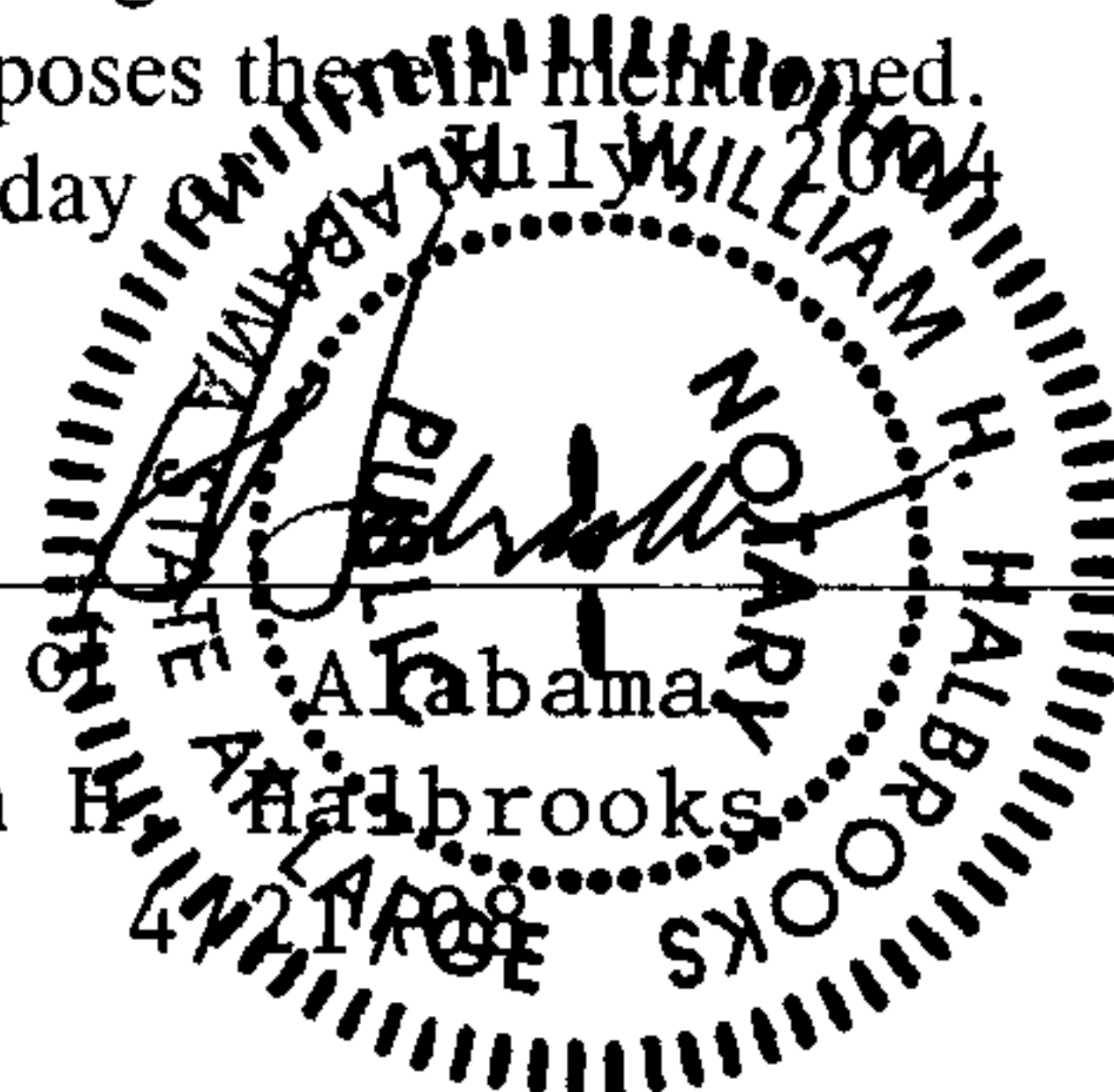
On this day personally appeared before me

BARRY L NABORS AND TIFFANY H NABORS

to me personally known (or producing Drivers License as identification) to be the individual described  
in and who executed the within and foregoing instrument, and acknowledged that they signed the  
same as they free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of July 2004

  
\_\_\_\_\_  
Notary Public for the state of Alabama  
Print Name: William H. Halbrooks  
My commission expires: 4/21/08



(Official Seal)

Document Prepared By: Birgitta Johnson

Exhibit "A"

Lot 8, according to the Survey of Bent River Commons 1st  
Sector, as recorded in Map Book 20, Page 76, in the Probate  
Office of Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL  
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