

MERS MIN#

THIS LOAN MODIFICATION AGREEMENT IS BEING REFILED TO REFLECT THAT THE INSTRUMENT NUMBER OF THE FIRST MORTGAGE ON SAME.

THE PURPOSE OF THIS LOAN MODIFICATION AGREEMENT IS TO ESTABLISH THE NEW INTEREST RATE AND NEW PRINCIPAL AND INTEREST PAYMENT.

20040604000300750 Pg 1/6 27.00  
Shelby Cnty Judge of Probate, AL  
06/04/2004 15:07:00 FILED/CERTIFIED

20040813000455410 Pg 1/6 27.00  
Shelby Cnty Judge of Probate, AL  
08/13/2004 11:28:00 FILED/CERTIFIED

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28TH day of MAY, 2004, between RICHARD DAVID COLLINS AND CONNIE J. COLLINS, HUSBAND AND WIFE

COMPASS BANK ("Borrower") and

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated SEPTEMBER 22, 2003 and recorded in Book or Liber \* of the PROBATE Records of SHELBY, AL \*Instrument #20030924000643610 [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

72 RIDGEVIEW LANE, PELHAM, AL 35242  
[Property Address]

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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: \_\_\_\_\_  
VMP MORTGAGE FORMS - (800)521-7291



the real property described being set forth as follows:

See the attached Exhibit "A" which is hereby incorporated by reference and made a part hereof as if set out fully 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 SEPTEMBER 22, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 479,200.00, 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 5.7500 %, from MAY 28, 2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,993.35, beginning on the 1 day of July 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 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 P.O. BOX 13345, BIRMINGHAM, AL 35202

or at such other place as Lender may require.

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Initials: *RDC*  
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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.

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Richard David Collins (Seal)  
RICHARD DAVID COLLINS -Borrower

Connie J. Collins (Seal)  
CONNIE J. COLLINS -Borrower

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

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

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

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

\_\_\_\_ (Seal)  
COMPASS BANK -Lender  
By: Melanie L. Caldwell ARP

\_\_\_\_ [Acknowledgments To Be Attached] \_\_\_\_

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STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Richard David Collins, and spouse, Connie J. Collins, husband and wife, whose names are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of this Loan Modification Agreement, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand this the 28th day of May, 2004.

My Commission Expires:

1/6/07

  
Notary Public

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that **MELANIE L. CALDWELL**, whose name as **Asst. Vice President** of Compass Bank, a Corporation, is signed to the foregoing Loan Modification Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Loan Modification Agreement, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the **28th day of MAY, 2004**

  
Notary Public Sharon G. Pair

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **Mar 22, 2008**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

Description of Property

PARCEL I: Lot D, according to the Survey of Brook Ridge Estates, as recorded in Map Book 17, Page 133, in the Probate Office of Shelby County, Alabama.

PARCEL II: A parcel of land located in the East 1/2 of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 1050.00 feet to the point of beginning; thence an interior angle right of 92 degrees, 25 minutes, 37 seconds, 426.13 feet to the Northwest corner of Parcel "D" of Brook Ridge Estates (Map Book 17, Page 133); thence right 145 degrees, 10 minutes, 49 seconds, 504.20 feet; thence right 122 degrees, 23 minutes, 29 seconds, 288.15 feet to the point of beginning.

CONNIE J. COLLINS is one and the same person as the CONNIE RENEE' COLLINS recited in that Deed recorded in the Probate Office of Shelby County, Alabama, reflecting the same above mentioned legal description.

IN WITNESS WHEREOF, the borrowers ("Mortgagors") have executed this Exhibit "A" attachment.

Richard David Collins (SEAL)  
Richard David Collins

Connie J. Collins (SEAL)  
Connie J. Collins

THE STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that Richard David Collins and spouse, Connie J. Collins, whose names are signed to the foregoing Exhibit "A", and who are known to me, acknowledged before me that, being informed of the contents of the Exhibit "A", 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 28th day of May, 2004.

Donna M. Jennings  
NOTARY PUBLIC  
My commission expires: 1/6/07

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue, Birmingham, Alabama 35203  
(205) 250-8400