

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100021700409528534

This Loan Modification Agreement ("Agreement"), made this 13th day of August, 2004, between Kenneth T. Werk Jr, Husband and Wife, Mary Denise Werk

("Borrower") and

SouthTrust Mortgage Corporation

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 11, 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 in Book or Liber 638940, at page(s) 1/20 of the Judge of Probate Records of Shelby, AL

[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 225 Salisbury Circle, Birmingham, AL 35242

[Property Address]

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LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument

VMP-852A (0211).01 Form 3179 1/01
(rev. 8/01)
Page 1 of 4 Initials: _____
VMP MORTGAGE FORMS - (800)521-7291

CLAYTON T. SWEENEY, ATTORNEY AT LAW

KTW MDW

the real property described being set forth as follows:


Lot 2107, according to the Map of Highland Lakes, 21st Sector, an Eddleman Community, as recorded in Map Book 30, Pages 6 A & B, in the Probate Office of Shelby County, Alabama: being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Prospective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1996-17543 and further amended in Inst. #1994-07111 and amended in Instrument No. 1996-17543 and further amended in Instr. # 1999-31095 in the Probate Office of Shelby County, Alabama, the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 21st Sector, recorded in Instrument # 20020716000332740 in Probate Office of Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of August 13, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 450,000.00, 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 3.125%, from August 13, 2004. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,964.47, beginning on the 1st day of October, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.125% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on October 01, 2033 (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.

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Borrower will make such payments at 210 Wildwood Parkway, Birmingham, AL 35209

or at such other place as Lender may require.

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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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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Kenneth T. Werk Jr. (Seal)
Kenneth T. Werk Jr -Borrower

Mary Denise Werk (Seal)
Mary Denise Werk -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Mortgage Electronic Registration
Systems, Inc. _____ (Seal)
-Mortgagee

SouthTrust Mortgage
Corporation _____ (Seal)
-Lender

By: _____

By: *Manu Spay*

_____ [Acknowledgments To Be Attached] _____

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STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 13th day of August, 2004
by Kenneth T. Werk, Jr. and Mary Denise Werk who produced Drivers License
as identification (who is personally know to me) and who did / did not take an oath.



[Handwritten Signature]

Notary

Clayton T. Sweeney

Printed Name of Notary

Serial Number (if applicable)

6-5-2007

Commission Expiration Date

STATE OF Alabama

COUNTY OF Jefferson

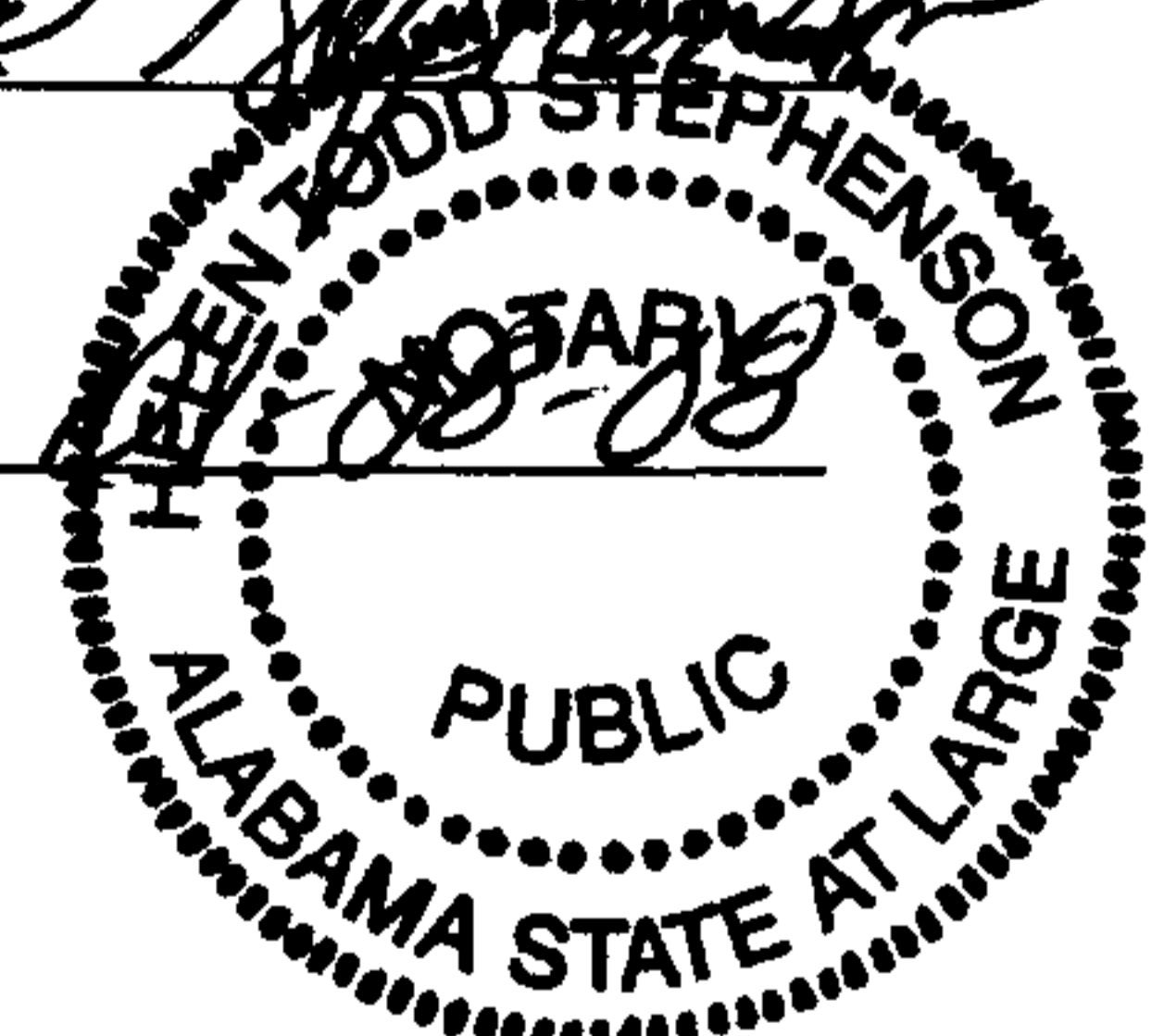
The foregoing instrument was acknowledged before me this 13th day of August, 2004
by Monica Spray as Vice President of SouthTrust Mortgage Corporation,
Organized and existing under the laws of the State of Delaware, on it's behalf. The foregoing
officer who is personally known to me and did not take an oath.

SEAL:

Helen Todd Stephenson

Notary Public

Commission Expires:



STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged this 13th day of August, 2004 before me,
a Notary Public, personally appeared Monica Spray, to me known
who being duly sworn, did say that he or she is the Vice President of Mortgage Electronic
Registration Systems, Inc., and that said instrument was signed on behalf of said corporation.

SEAL:

Helen Todd Stephenson

Notary Public

Commission Expires:

