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Shelby Cnty Judge of Probate, AL
08/31/2004 15:50:00 FILED/CERTIFIED

00-1353

After Recording Return To:

MSV

[Company Name]

Attn: Thomas Dungee

[Name of Natural Person]

210 E. Redwood Street

[Street Address]

Baltimore, Maryland 21202

[City, State, Zip]

This Document Prepared By:

RUTH RUHL, P.C.

Ruth Ruhl, Esquire

2305 Ridge Road, Suite 106

Rockwall, TX 75087

Freddie Mac Loan No.: 129061905

Loan No.: 6000637329

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective January 1st, 2001, between
David A. Cooper and Johnna D. Cooper

("Borrower") and

Carolina First Bank

("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 16, 2000, in the
original principal sum of U.S.\$ 114,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the
"Security Instrument"), recorded on March 23, 2000, in Book/Liber N/A, Page N/A,
Instrument No. 2000 09113, Official Records of Shelby County, Alabama.

The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),
which is located at 179 Rosewood Drive, Sterrett, Alabama 35147

Initials DC Initials J.D.C. Initials _____ Initials _____

Freddie Mac Loan No.: 129061905
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That real property is described as follows:

SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT:

THE WEST 320 FEET OF EVEN WIDTH OF THE SOUTH 297 FEET OF THE N1/2 OF S1/2 OF SW1/2 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THAT LIES WEST OF HIGHWAY 55 RIGHT OF WAY, FORMERLY KNOWN AS WESTOVER-STERRETT HIGHWAY.

TAX ID#: 08-5-15-0-000-008.001

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 9,284.32 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of January 1st, 2001 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 123,714.95 .
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.500 %, beginning January 1st, 2001 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 951.84 , beginning on the 1st day of February , 2001 , and continuing thereafter on the same day of each succeeding month. If on December 1, 2030 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Carolina First Bank, 151 Corley Mill Road, Lexington, South Carolina 29072
or at such place as the Lender may require.

Initials DC Initials J.D.C Initials _____ Initials _____

Freddie Mac Loan No.: 129061905
Loan No.: 6000637329

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.500 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents

☒ Modification Due on Transfer Rider

Initials DR Initials JDL Initials _____ Initials _____

Freddie Mac Loan No.: 129061905
Loan No.: 6000637329

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

1-29-01
Date

David A. Cooper (Seal)
David A. Cooper -Borrower

1-29-01
Date

Johnna D. Cooper (Seal)
Johnna D. Cooper -Borrower

Date

 (Seal)
-Borrower

Date

 (Seal)
-Borrower

Date

Carolina First Bank
-Lender

By: Rose Mitchell
Rose Mitchell

Its: Assistant Vice President

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Alabama §

County of Shelby §

I, Melinda S. Walker, Notary [name and style of officer],
hereby certify that David A. Cooper and Johnna D. Cooper

whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of Jan., 2001, A.D.

(Seal)

Melinda S. Walker
Notary - Melinda S. Walker
Style of Officer

MY COMMISSION EXPIRES JANUARY 01, 2004

LENDER ACKNOWLEDGMENT

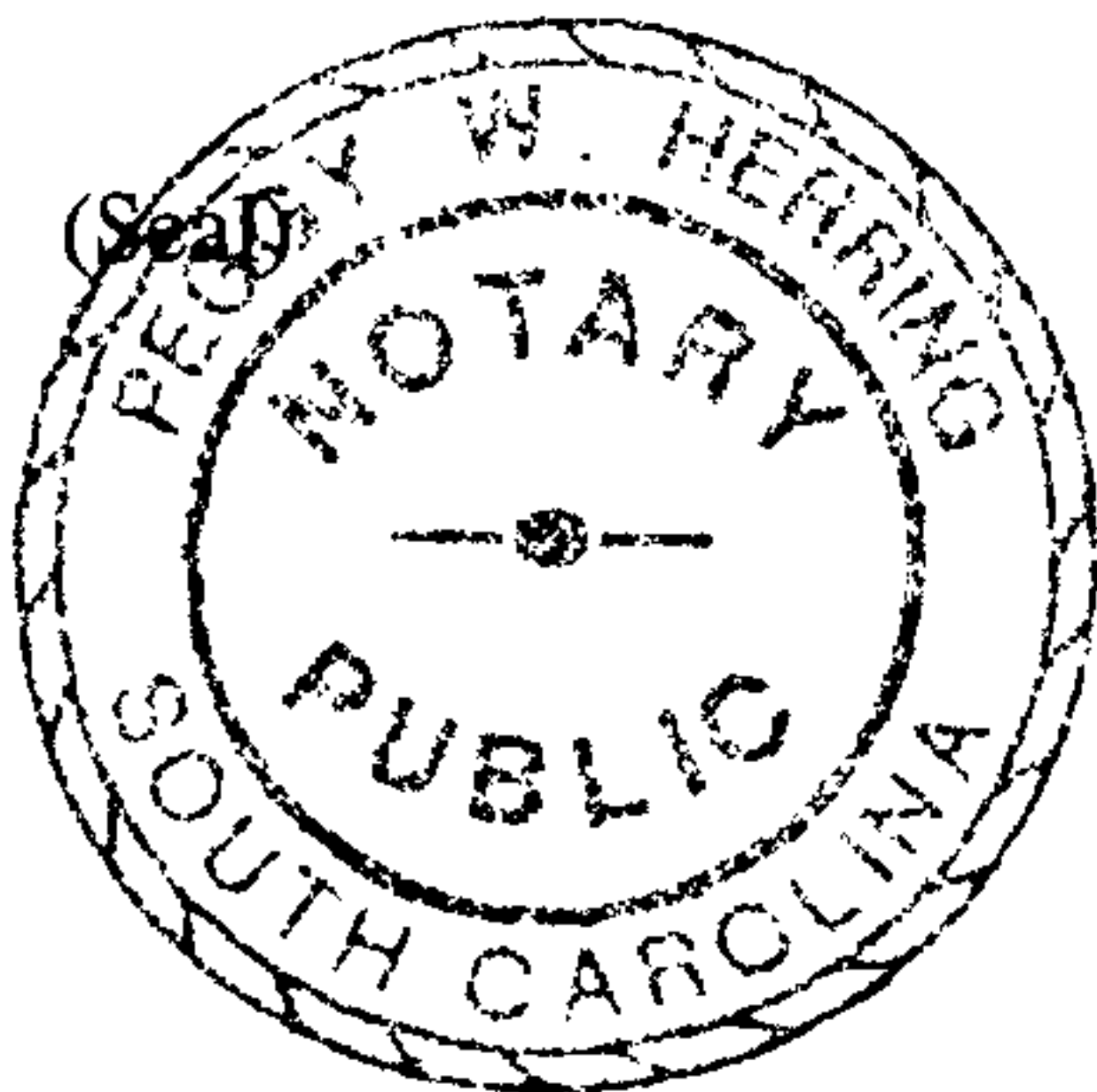
State of S.C. §

County of Lexington §

I, Peggy Herring, a Notary Public in and for said County in said
State, hereby certify that Rose Mitchell whose name as Assistant Vice President
of Carolina First Bank

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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 18 day of August, 2004.



Peggy W. Herring
Notary - Peggy W. Herring
Style of Officer

Loan No.: 6000637329

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of January, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by David A. Cooper and Johnna D. Cooper

(the "Borrower")

and Carolina First Bank

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 179 Rosewood Drive, Sterrett, Alabama 35147

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Initials DC Initials J.D.C. Initials _____ Initials _____

Loan No.: 6000637329

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

1-29-01
Date

David A. Cooper (Seal)
David A. Cooper -Borrower

1-29-01
Date

Johnna D. Cooper (Seal)
Johnna D. Cooper -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Carolina First Bank (Seal)
-Lender

1-31-01
Date

By: Rose Mitchell
Rose Mitchell

Its: Assistant Vice President

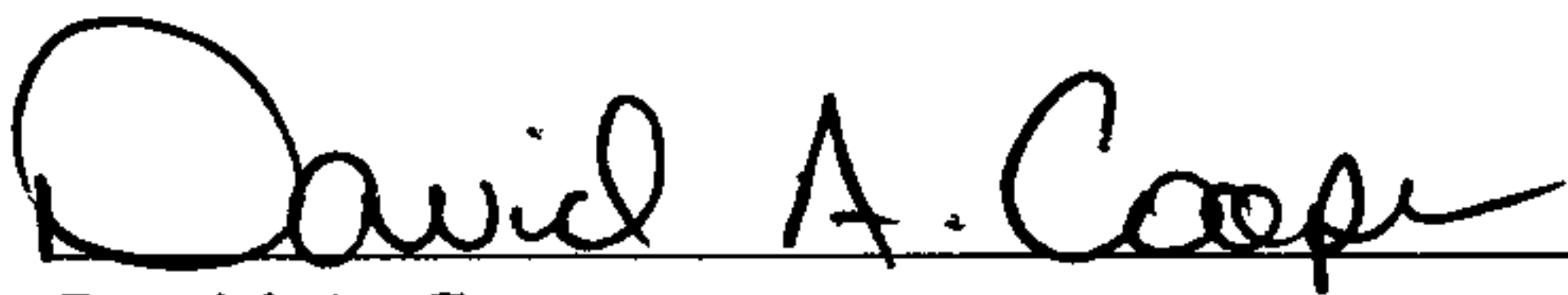
Loan No.: 6000637329

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

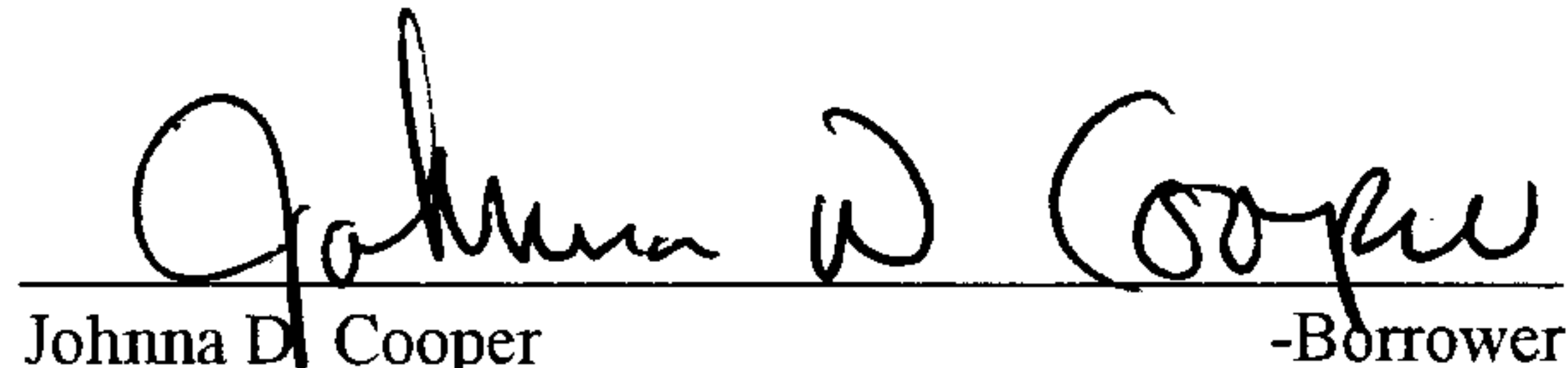
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.



David A. Cooper

-Borrower



Johnna D. Cooper

-Borrower

-Borrower

-Borrower

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this 29th day of January, 2001

David A. Cooper (Seal)
David A. Cooper -Borrower

Johnna D. Cooper (Seal)
Johnna D. Cooper -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

State of Alabama §
County of Shelby §
§

The foregoing instrument was acknowledged before me on Jan. 29, 2001, [date],
by David A. Cooper and Johnna D. Cooper [name of person acknowledged].

(Seal)

Melinda S. Walker
Melinda S. Walker
Notary Public, State of Alabama

My Commission Expires:

08/31/2004