


THIS INSTRUMENT WAS PREPARED BY:
BRENDA FITTS
ALIAN T MORTGAGE CORPORATION
1100 CORPORATE PARKWAY
BIRMINGHAM, AL 35242


20040921000521150 Pg 1/3 317.00
Shelby Cnty Judge of Probate, AL
09/21/2004 16:02:00 FILED/CERTIFIED

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9TH day of SEPTEMBER, 2004,
between JOHN H BULLARD AND LAURA T BULLARD, INDIVIDUALLY &
HUSBAND & WIFE

("Borrower") and

ALIAN T MORTGAGE CORPORATION

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely
Payment Rewards Rider, if any, dated February 26, 2004, recorded in Book or Liber 20040317000134850
at page(s) , of the JUDGE OF PROBATE Records of SHELBY

[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
5638 DOUBLE OAK LANE BIRMINGHAM, ALABAMA 35242

[Property Address]

the real property described being set forth as follows:

LOT 20, ACCORDING TO THE SURVEY OF FINAL PLAT MOUNTAIN CREST ESTATES, AS
RECORDED IN MAP BOOK 32, PAGE 76, IN THE 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 **SEPTEMBER 9, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **200,000.00**, 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 **5.625** %, from **SEPTEMBER 9, 2004**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,151.32**, 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 **5.625** % 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 **SEPTEMBER 1ST, 2034** (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 **1100 CORPORATE PARKWAY BIRMINGHAM**
ALABAMA 35242 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.

ALIAN T MORTGAGE CORPORATION

(Seal)
-Lender

By: Tammie L Gravlee
TAMMIE L GRAVLEE, ITS
SENIOR VICEPRESIDENT

John H. Bullard (Seal)
JOHN H. BULLARD -Borrower

Laura T. Bullard (Seal)
LAURA T. BULLARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ [Space Below This Line For Acknowledgment] _____

State of ALABAMA §
County of SHELBY §

ON THIS 9TH DAY OF SEPTEMBER, 2004, I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN & FOR SAID COUNTY & IN SAID STATE, HEREBY CERTIFY THAT JOHN H BULLARD AND LAURA T BULLARD, INDIVIDUALLY & HUSBAND & WIFE, WHOS NAMES ARE SIGNED TO THE FOREGOING CONVEYANCE, AND WHO ARE 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 & SEAL

THIS 9TH DAY OF SEPTEMBER, 2004

Brenda R. Titus
Notary Public

MY COMMISSION EXPIRES: 1/6/2008

STATE OF ALABAMA
COUNTY OF SHELBY

IM THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN & FOR SAID COUNTY & SAID STATE, HEREBY CERTIFY THAT TAMMIE L GRAVLEE, WHOSE NAMES AS SENIOR VICE PRESIDNET AND WHO IS KNOWN TO ME ON THIS DAY, THAT BEING INFORMED

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

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Form 3179 1/01 (rev. 8/01)
23703MU 10/01
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OF THE CONTENTS OF THIS INSTRUMENT, SHE, AS SUCH OFFICER & WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR & AS THE ACT OF THE CORPORATION

GIVEN UNDER MY HAND & SEAL THIS 9TH DAY OF SEPTEMBER 2004

Brenda R. Titus
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/6/2008