

Space Above This Line For Recording Date

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made this 31ST day of AUGUST, 2004, by and between Kittren Jay Walker and Carolyn Goggans Walker called "MORTGAGOR" and SouthTrust Mortgage Corporation, hereinafter called "MORTGAGEE".

RECITALS:

- A. MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated JULY 24, 2003 made by the MORTGAGOR to MORTGAGEE, recorded in Book 1123 Instrument # Page(s) 1127 20030801000496340 Public Record of SHELBY, County, State of AL securing a debt evidenced by a NOTE dated JULY 24, 2003, in the original amount of \$ 700,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.
- B. MORTGAGOR, the owner in fee simple of all of the property subject to the Security Instrument, has requested MORTGAGEE to modify Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

"NOW, THEREFORE, in consideration of the mutual promise and agreements exchanged the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note, Security Instrument or any Rider thereto".

1. As of this date the unpaid principal balance of the NOTE is \$ 700,000.00 and the interest has been paid to 9/1/04.
2. The terms of the NOTE are modified in accordance with the terms and provisions which provide:

Principal and interest of said Note shall be payable in consecutive monthly installments to be THREE THOUSAND SIX HUNDRED TEN AND 01/100 Dollars (\$ 3,610.01) due on the first day of each month beginning 10/1/04 If on 8/1/33 (the "Maturity Date") I still owe amounts under this Note, I will pay those amounts in full on that date.

3. Nothing herein invalidates or shall impair or release any covenants agreements or stipulations in the Note, Security Instrument and/or Rider(s) and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, Security Instrument and/or Rider, which are not inconsistent herewith. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and/or Rider(s), including but not limited to the payment of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under Security Instrument.
4. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

KW
CW

Loan Number: 41323232

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Kittren Jay Walker
Mortgagor Kittren Jay Walker
Carolyn Goggans Walker
Mortgagor Carolyn Goggans Walker

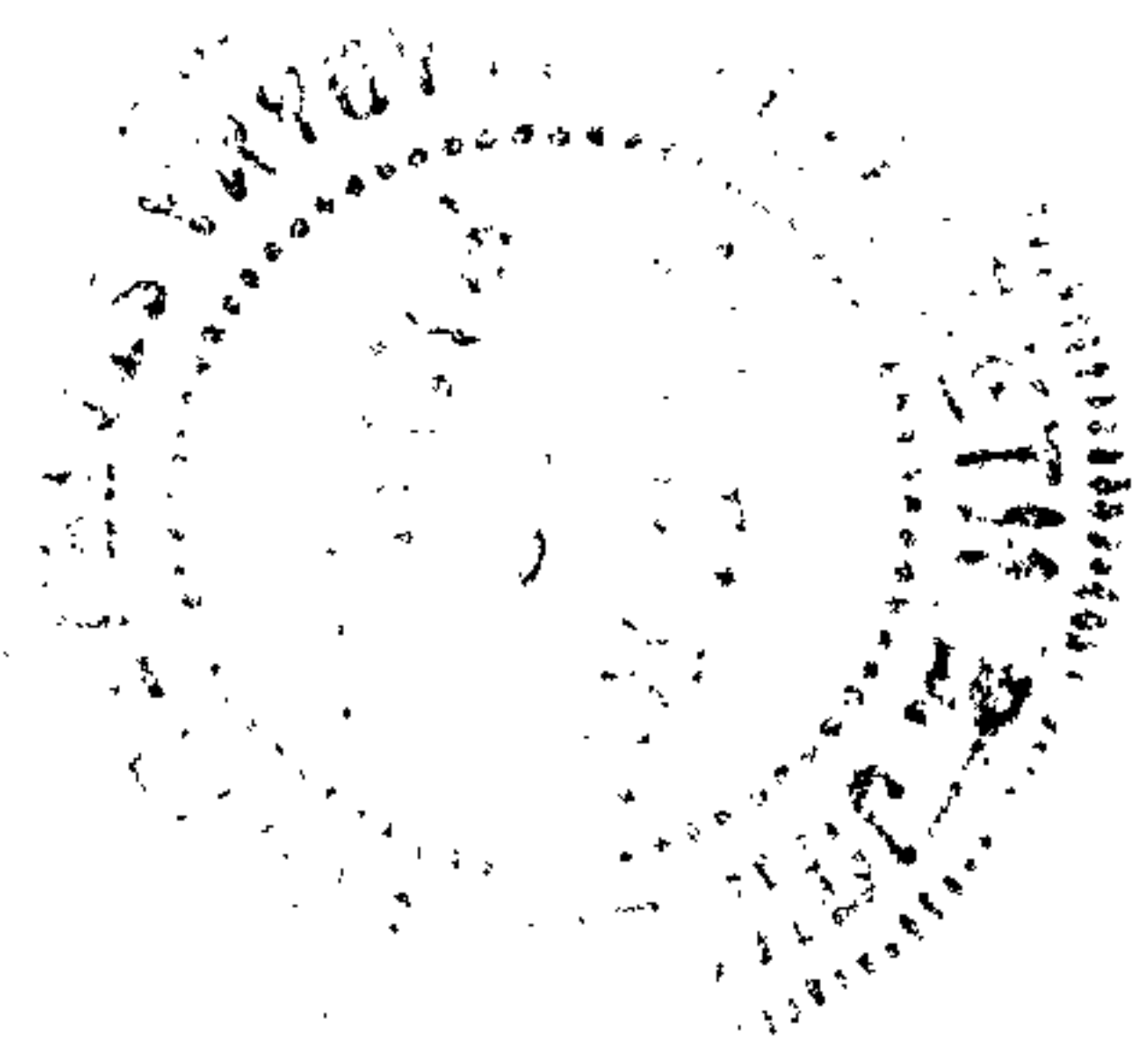
SouthTrust Mortgage Corporation
By: _____
Its: _____

Witness:

Witness:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 31ST day of AUGUST, 2004, by Kittren Jay Walker & Carolyn Goggans who is personally known to me or who has produced driver's license Walker as identification and who did (did not) take an oath.



Elizabeth B. Joiner
Notary
Elizabeth B. Joiner
Printed Name of Notary

Serial Number, if any
4129/06
Commission Expiration Date

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 31 ST day of AUGUST, by MONICA SPRAY and N/A as VICE PRESIDENT under the laws of the State of DELAWARE on its behalf. The foregoing officers who are personally known to me and did not take an oath.

Notary

Printed Name of Notary

10/15/2006
Serial Number, if any

Commission Expiration Date

1

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

20041006000553290 Pg 3/3 18.00
Shelby Cnty Judge of Probate, AL
10/06/2004 13:03:00 FILED/CERTIFIED

Mortgagor Kittren Jay Walker

Mortgagor Carolyn Goggans Walker

SouthTrust Mortgage Corporation

By: Monica Spray
Its: Vice President

Witness:

Witness:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 31ST day of AUGUST, 2004,
by _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary

Printed Name of Notary

Serial Number, if any

Commission Expiration Date

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 31 ST day of AUGUST,
by MONICA SPRAY and N/A
as VICE PRESIDENT under the laws of the State of DELAWARE
on its behalf. The foregoing officers who are personally known to me and did not take an oath.

Sara Joyce Armstrong
Notary

SARA JOYCE ARMSTRONG
Printed Name of Notary

10/15/2006
Serial Number, if any

Commission Expiration Date

