

AFTER RECORDING RETURN TO:
GUARANTY RESIDENTIAL LENDING, INC.
Banking & Shipping Dept.
P.O. Box 2198
Austin, TX 78768-2198

[Space Above This Line For Recording Data]

LOAN NO. 1669142

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MIN: 100012900016691425 MERS Phone: 1-888-379-6377

This Loan Modification Agreement ("Agreement"), made this 8th day of October, 2004, between DERRICK W PERRYMAN Sr A MARRIED MAN, and Tammie S. Perryman, HIS WIFE

("Borrower") and
Guaranty Residential Lending, Inc.

("Lender"),
and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 5/12/2003 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 as Document No. 20030516000308270, at page(s) , of the

JUDGE OF PROBATE

SHELBY COUNTY, ALABAMA

[County and State, or other Jurisdiction]

Records of

[Name of records]

, and (2) the Note bearing the

LOAN MODIFICATION - FIXED
TO6DN53 (0404)

Page 1 of 5

Initials

DWP *TSP*

LOAN NO. 1669142

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

164 KINGS CREST LANE, PELHAM, ALABAMA 35124

[Property Address]

the real property described being set forth as follows:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

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 **October 8, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$ **292,549.00**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.750 %** from **October 8, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,707.24**, beginning on the **1st** day of **December, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2034** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **1300 S. Mopac Expressway, Austin, TX 78746-6947**, or at such other place as the Lender may require.
3. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; 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

 The image shows two handwritten signatures or initials in dark ink. The first signature is a stylized, cursive 'D' followed by a flourish. The second signature is 'JSP' in a bold, blocky, sans-serif font.

LOAN NO. 1669142

- (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.

4. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

5. The Security Instrument as hereby modified is hereby ratified and confirmed by Borrower and Lender and every provision, covenant, warranty, representation, condition, obligation, right and power contained in and under the Security Instrument and the Note, as amended, shall continue in full force and effect, affected by this Agreement only to the extent of the amendments and modification set forth above.

JEFFREY W. RICHTER

ASST. V.P. CONST. LENDING Guaranty Residential Lending, Inc.

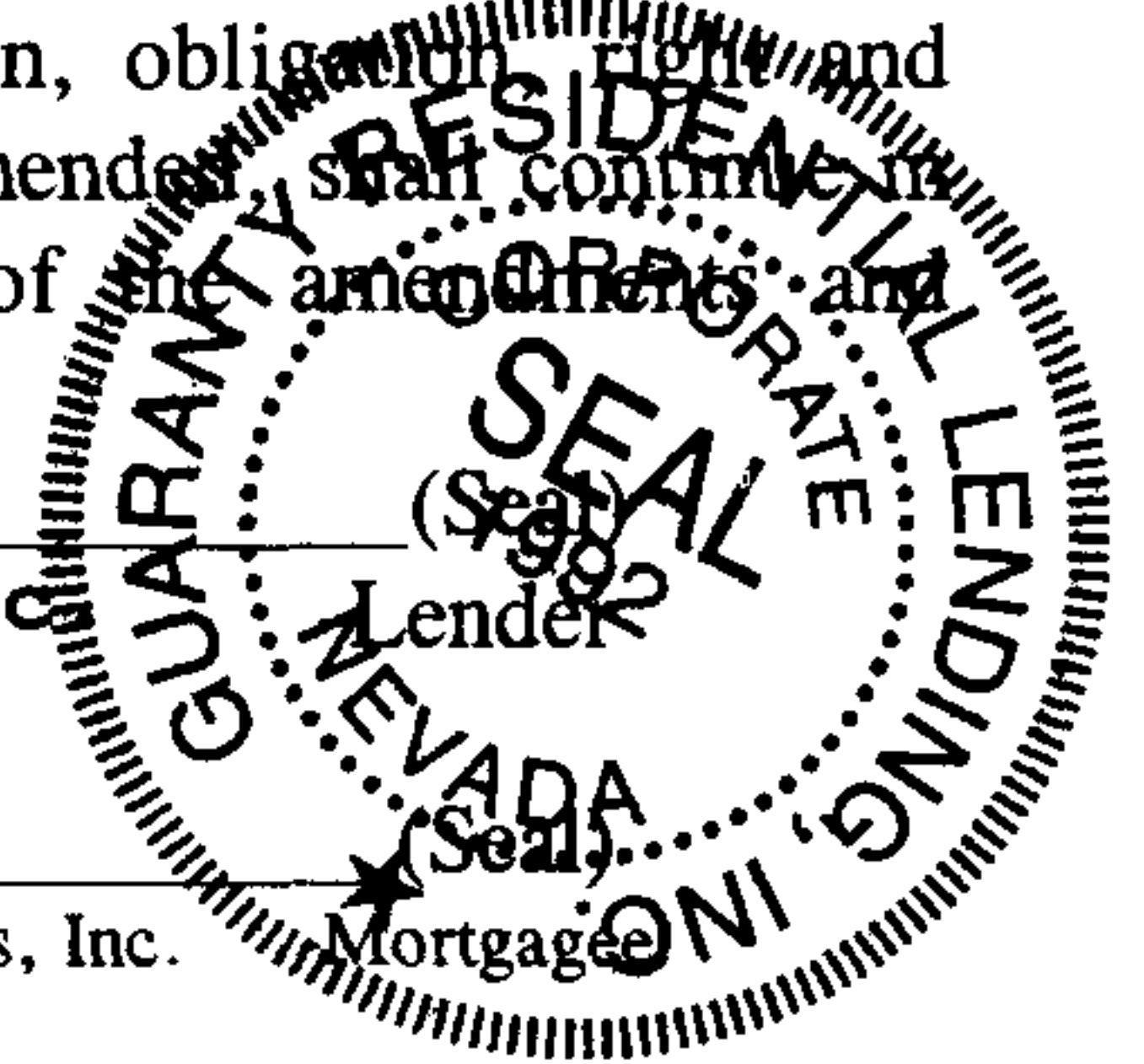
JEFFREY W. RICHTER

[Typed Name] Assistant Secretary

JW Richter

JW Richter

Mortgage Electronic Registration Systems, Inc.



Derrick W Perryman Sr (Seal)
DERRICK W PERRYMAN Sr Borrower

Tammie S. Perryman (Seal)
TAMMIE S. PERRYMAN Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

LOAN NO. 1669142

[Space Below This Line For Acknowledgments]

STATE OF GEORGIA)
COUNTY OF COBB) ss:

On 10/08/2004 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared JEFFREY W. RICHTER

To me personally known (or producing _____ as identification), who, being duly sworn by me, did say that he/she/they is/are the ASST. V.P. CONSTRUCTION LENDING AND ASSISTANT SECRETARY FOR MERS

of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.



Lisa Matthews

Notary Public for the state of

Print Name: LISA MATTHEWS

My commission expires:

LOAN NO. 1669142

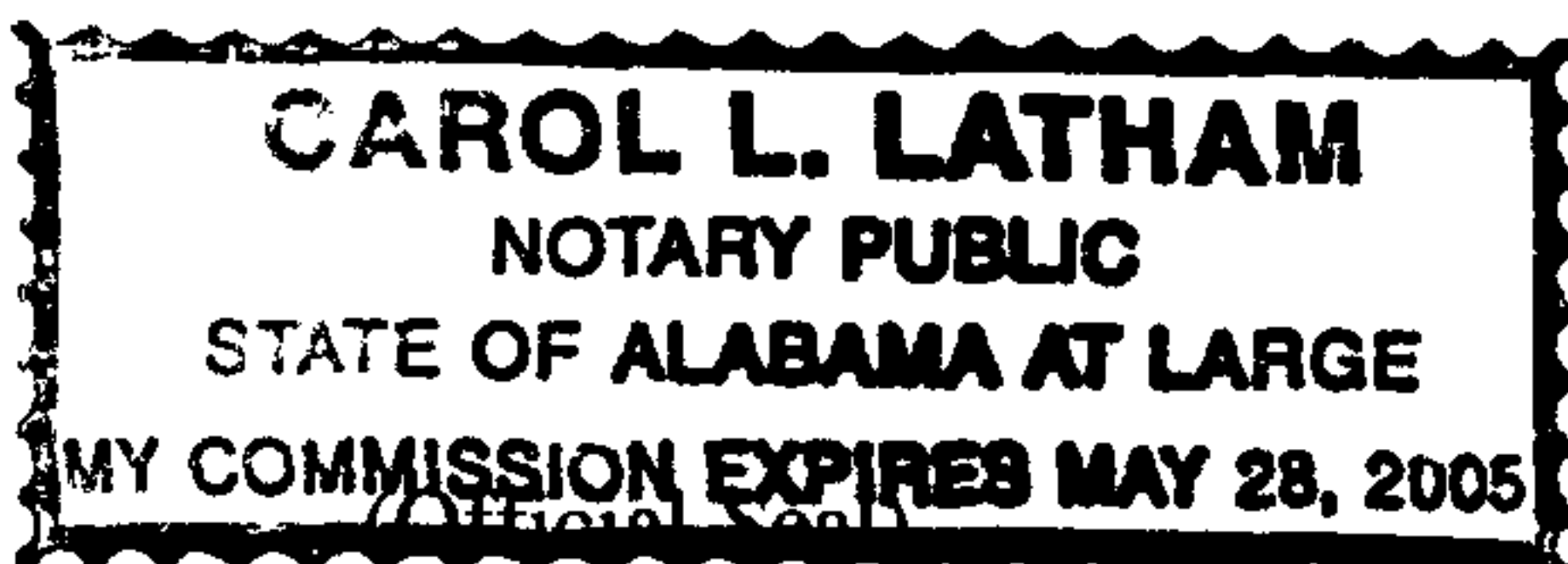
AFTER RECORDING MAIL TO:
GUARANTY RESIDENTIAL LENDING, INC.
Banking and Shipping Dept.
P.O. Box 2198
Austin, TX 78768-2198

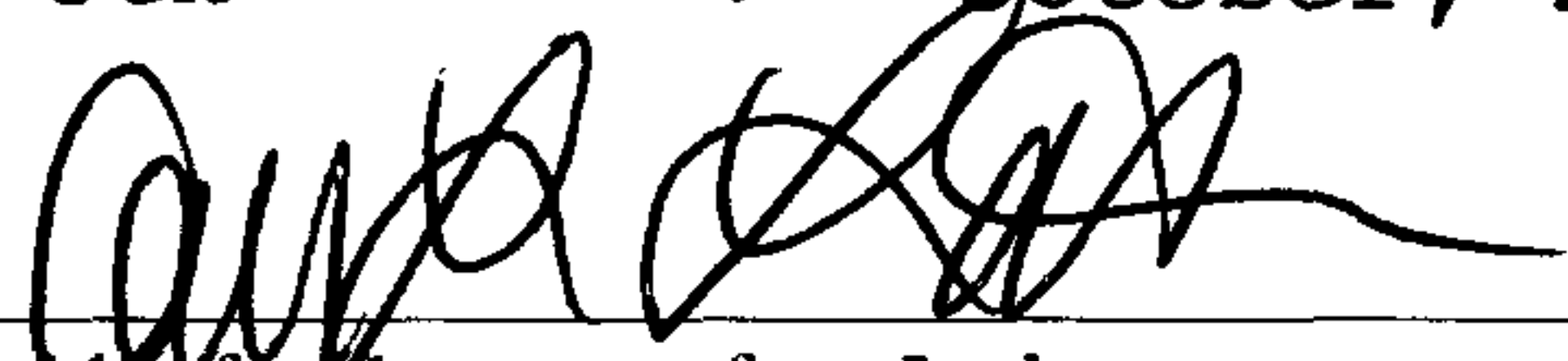
STATE OF Alabama)
COUNTY OF Jefferson) ss:

On this day personally appeared before me

DERRICK W. PERRYMAN, SR and Tammie S. Perryman
drivers
to me personally known (or producing license as identification) to be the individual described
in and who executed the within and foregoing instrument, and acknowledged that they signed the
same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of October, 2004





Notary Public for the state of Alabama
Print Name: Carol L. Latham
My commission expires: May 28, 2005

Document Prepared By: Birgitta Johnson

LEGAL DESCRIPTION

Lot 92, according to the Survey of Weatherly Oxford, Sector 10, as recorded in Map Book 19, Page 38, in the Probate Office of SHELBY County, ALABAMA.