

Space Above This Line For Recording Date

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made this 31st 2nd day of October, 2004,
by and between Mark K Williams
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 10/21/04 10/31/03 made by the MORTGAGOR to MORTGAGEE, recorded in Book 751800 Page(s) 1/20 Inst No 20031113000751800 Public Record of SHELBY, County, State of AL Pg 1/20 securing a debt evidenced by a NOTE dated 10/22/04 10/31/03, in the original amount of \$ 397,250.00, 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 \$ 397,250.00 and the interest has been paid to 11/1/04.
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 ONE THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS & 81/100 Dollars (\$ 1,631.81) due on the first day of each month beginning 12/1/04 If on 11/1/33 (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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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

Mortgagor Mark K Williams

Elizabeth A. Williams
Mortgagor Elizabeth A. Williams

SouthTrust Mortgage Corporation

By:

Its:

Witness:

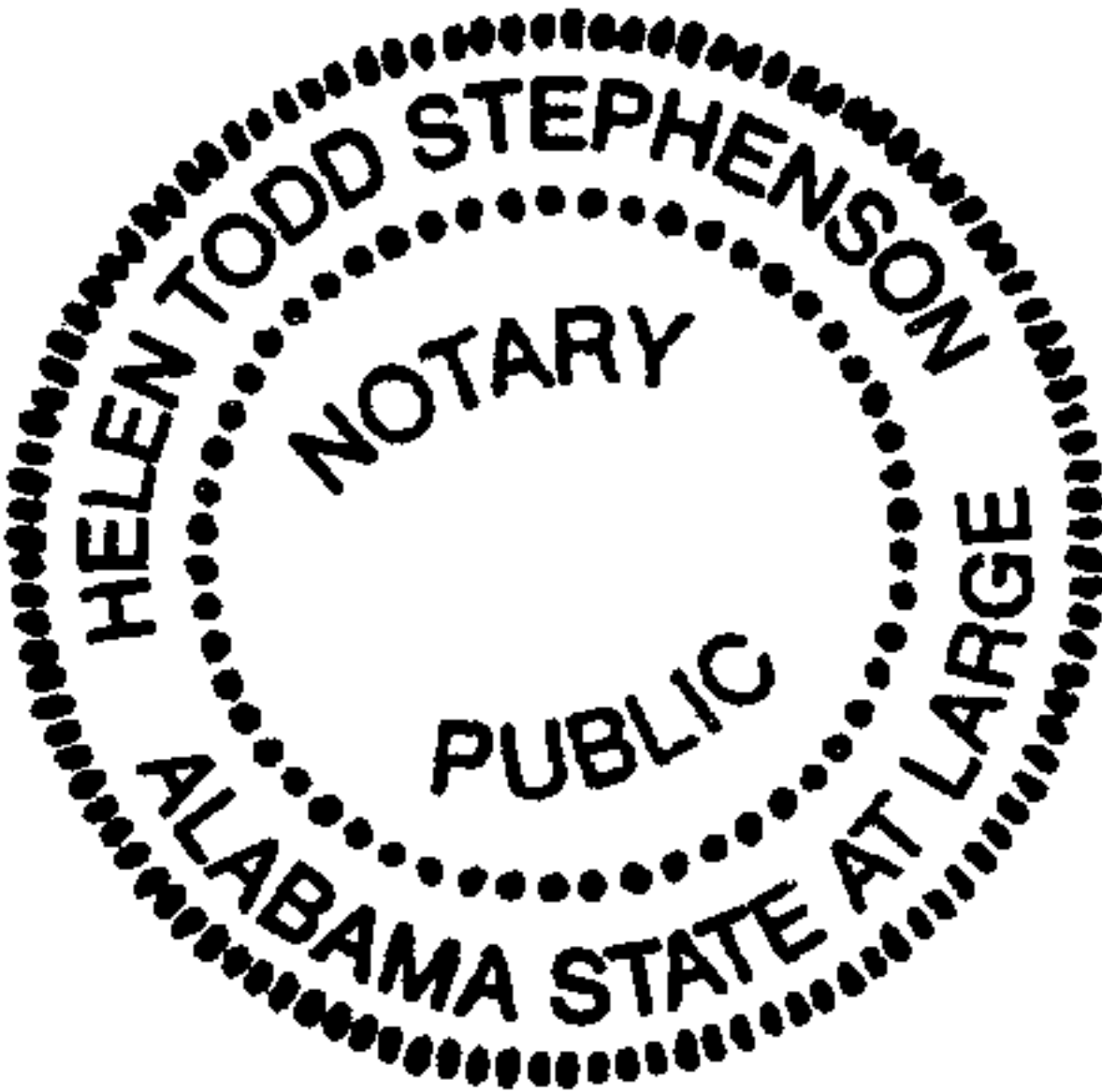
Witness:

20041103000606420 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
11/03/2004 12:20:00 FILED/CERTIFIED

STATE OF Alabama)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me, this 22nd day of October 2004,
by Karen Terwilliger * who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Whose name as Vice President of SouthTrust Mortgage Corporation



Helen Todd Stephenson
Notary
Helen Todd Stephenson
Printed Name of Notary

Serial Number, if any

01-08-08
Commission Expiration Date

STATE OF Alabama)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me, this 22nd day of October 2003,
by Mark K. Williams and Elizabeth A. Williams

~~as~~ whose is personnally known to me ~~under the laws of the State of~~ or has produced drivers lice
* ~~on his behalf. The foregoing officers who are personally known to me and~~ did not take an oath.
*as identifaction

Notary

Clayton T. Sweeney
Printed Name of Notary

Serial Number, if any

6-5-2007
Commission Expiration Date