

Space Above This Line For Recording Date CORRECTIVE

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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

| THIS LOAN MODIFICATION AGREEMENT, made this 2ND day of SEPTEMBER, 2004 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| by and between MARC A GUTHRIE and wife, Dana A. Guthrie called "MORTGAGOR" and SouthTrust Mortgage Corporation, hereinafter called "MORTGAGEE". |
| This Modification Agreement is being re-recorded to add Exhibits A and B. RECITALS: |
| A. MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated 1/7/04 made by the MORTGAGOR to MORTGAGEE, recorded in Bddk b44436 Instrument Page(s)/ / ///2068 #2004012700004443 Public Record of Shelby, County, State of _Judge of Probate securing a debt evidenced by a NOTE dated, in the original amount of \$ _414,400.00, 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 \$ 414,400.00 and the interest has been paid to 10/1/2004. |
| 2. The terms and provisions of the ARM NOTE and ARM RIDER are modified in accordance with the terms and provisions which provide: "See attached Adjustable Rate Note and Adjustable Rate Rider" as Exhibit "A" and "B" which is incorporated into this Modification as though written herein. |
| Principal and interest of said Note shall be payable in consecutive monthly installments to be One Thousand Seven Hundred Ninety Nine Dollars And Fifty Nine Cents Dollars (\$_1,799.59) due on the first day of each month beginning 11/1/04 Adjustable Rate Rider recorded in Shelby, Judge of Probate to be replaced with corrected Adjustable Rate Rider, see attached Adjustable Rate Rider. Such monthly installments shall change in accordance with Sections 4(A), (B), (C), (D) and (E) inclusive of said Adjustable Rate Note dated 1/7/04 until the entire indebtedness evidenced by this Note is fully paid on 2/1/34 |
| 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. |

ST30033

are hereby reserved.

Claston Sundamus

Page 1 of 2

4. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable,

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.

Arm To Arm

Loan Number: 41622014

| IN WITNESS WHEREOF, this Agreement has been do first above written. | uly executed by the parties hereto the day and year |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | n/// |
| | Mortgagor MARC A GUTHRIE Mortgagor Mortgagor |
| Witness: Witness: | SouthTrust Mortgage Corporation By: Mortgage Corporation Its: VicePresident |
| STATE OF ALABAMA) | |
| COUNTY OF <u>JEFFERSON</u>) | |
| The foregoing instrument was acknowledged before me by MONICA SPRAY, VP word DRIVER'S LICENSE as in | e, this 2ND day of SEPTEMBER 2004 who is personally known to me or who has dentification and who did (did not) take an oath. Notary Helen Todd Stephenson Printed Name of Notary Serial Number, if any Commission Expiration Approximately and the commission Expiration and the |
| STATE OF) | |
| COUNTY OF) | |
| The foregoing instrument was acknowledged before memby areunde on its behalf. The foregoing officers who are personally | r the laws of the State of |
| | |
| | Notary |
| | Printed Name of Notary |
| | Serial Number, if any |
| | Commission Expiration Date |

| STATE OF Alabama | |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| COUNTY OF Jefferson | |
| | |
| The foregoing instrument was acknowled by Marc A. Guthrie and Dana A | dged before me, this ^{2nd} day of September , 20 0,4 . Guthrie who produced driver's license |
| as identification (who is personally know | to me) and who did / did not take an oath. |
| | |
| SEAL: | Notary |
| | Clayton T. Sweeney |
| | Printed Name of Notary |
| | Serial Number (if applicable) |
| | 6/5/07 |
| | Commission Expiration Date |
| STATE OF_ALABAMA | |
| COUNTY OF JEFFERSON | |
| The foregoing instrument was acknowled by MONICA SPRAY as VP | lged before me this 2ND day of SEPTEMBER, 204, of SouthTrust Mortgage Corporation, |
| | the State of Delaware, on it's behalf. The foregoing |
| officer who is personally known to me ar | and did not take an oath. |
| | STAPLE OF TAPLE |
| | Kelen Loll Harris |
| SEAL: | Notary Public Public |
| | Commission Expires: 0/08/100 TATE |
| | |
| STATE OF ALABAMA | |
| COUNTY OF JEFFERSON | |
| The foregoing instrument was acknowled | lged this 2ND day of SEPTEMBER 2014, before me, |
| a Notary Public, personally appeared _{MON} who being duly sworn, did say that he or | NICA SPRAY , to me known she is the Vice President of Mortgage Electronic |
| Registration Systems, Inc., and that said | instrument was signed on behalf of said corporation. |
| | Wellen Told Stephenson |
| SEAL: | Notary Public |
| | Commission Expires: |
| | P AUBLIC PUBLIC |

(Page 3 of 3)

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

September 02, 2004

[Date]

Shelby [City]

ALABAMA

[State]

1016 WILLIAMS TRACE Birmingham, AL 35242

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$414,400.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is SouthTrust Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.125 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. Interest will be calculated on a 360 Day basis.

3. PAYMENTS

[Please check box for interest-only payments.]

X Beginning on the 1st day of November, 2004 and on the 1st day of every month thereafter until the 1st day of October, 2013, I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on November 01, 2004 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on February 01, 2034

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 210 Wildwood Parkway, Birmingham, AL 35209

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,799.59

. This amount may change.

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MULTISTATE ADJUSTABLE RATE NOTE - Single Family

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EXP-899N (0207).01

VMP MORTGAGE FORMS - (800)521-7291

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(C) Monthly Payment Changes

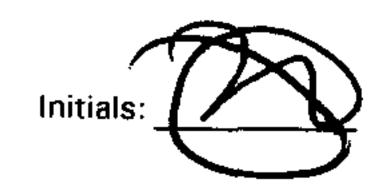
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

| 4. INTEREST RATE AND MONTHLY | PAYMENT CHANGES |
|------------------------------|-----------------|
|------------------------------|-----------------|

| 4. INTEREST RATE AN | D MONTHLY PAYMENT CHA | ANGES | |
|------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------|
| (A) Change Dates | | | |
| The interest rate I wil | l pay may change on the 1st | day of January, 2005 | , and |
| on that day every 1st | | n which my interest rate could change is called a "Cha | inge Date." |
| (B) The Index | not Chaman Data and interest | | |
| One month London Ir | ist Change Date, my interest rate in terBank Offered Rate a | will be based on an Index. The "Index" is: s published in the Wall Street Journa. | 1. |
| | t figure available as of the date: | X 45 days | |
| | called the "Current Index." | | |
| If the Index is no linformation. The Note Hole | onger available, the Note Hold der will give me notice of this cho | der will choose a new index that is based upon coice. | omparable |
| (C) Calculation of Cl | • | | |
| Before each Change D | | te my new interest rate by adding One and five e | |
| The Note Holder will then | percentage | | |
| Zero and one eighth | round the result of this addition to | <u> </u> | ext Lowest |
| _ | | nded amount will be my new interest rate until the ne | .125 %). |
| Date. | Court (La) Colon, tills loui. | aca amount will be my new interest rate until the ne | xt Change |
| The Note Holder will | then determine the amount of th | e monthly payment that would be sufficient to repay | the unpaid |
| principal that I am expected | d to owe at the Change Date in fi | ull on the Maturity Date at my new interest rate in su | bstantially |
| equal payments. The result | of this calculation will be the new | v amount of my monthly payment. | • |
| nterest Only Poriod often | ly Period" is the period from the | date of this Note through October 01, 2013 | . For the |
| mount of the monthly pay | ment that would be sufficient to | e as provided above, the Note Holder will then dete | ermine the |
| oan. The result of this calc | ulation will be the new amount of | pay the interest which accrues on the unpaid princi | pal of my |
| The "Amortization Pe | riod" is the period after the Inter | rest-Only Period. For the Amortization Period, after of | calculating |
| ny new interest rate as prov | vided above, the Note Holder wil | If then determine the amount of the monthly payment | that would |
| be sufficient to repay the un | npaid principal that I am expected | d to owe at the Change Date in full on the Maturity I | Date at my |
| new interest rate in substai | ntially equal payments. The resu | alt of this calculation will be the new amount of my | y monthly |
| ayment. | | | • |
| (D) Limits on Interest | —————————————————————————————————————— | 1 133 5 | |
| (1) There will be | e no maximum limit on interest ra | here will be no maximum limit on changes.) | |
| (2) The interest i | rate I am required to pay at the fit | rst Changes. | 01 |
| or less than | NA %. | rst Change Date with not be greater than | NA % |
| (3) My interest r | | creased on any single Change Date by more than | |
| | percentage pe | | of interest |
| I have been paying | ng for the preceding period. | | or mitorost |
| (4) My interest r | ate will never be greater than | 12.000 %, which is called the "Maximi | um Rate." |
| | ate will never be less than | 1.625%, which is called the "Minimu | um Rate." |
| (0) My interest r | ate will never be less than the init | tial interest rate. | |
| or less than | % Thereafter | rst Change Date will not be greater than | % |
| single Change Da | ate by more than | my interest rate will never be increased or decrease | d on any |
| percentage points | | the rate of interest I have been paying for the preceding | 10 neriod |
| | , - , | | ig periou. |

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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. 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. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.



WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED. (Seal) (Seal)

(Seal)

-Borrower

[Sign Original Only]

(Seal)

-Borrower

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 2nd day of September, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SouthTrust Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

> 1016 WILLIAMS TRACE Birmingham, AL 35242 [Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.125 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of January, 2005 and on that day every 1st month thereafter. Each date on which my interest rate could change is called a "Change Date."

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Page 1 of 5 Initia/s:

VMP MORTGAGE FORMS - (800)5

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

| (B) The Index Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" ione month London InterBank Offered Rate as published in the Wall Street Journal. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The most recent Index figure available as of the date: x 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice. |
| (C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by addir one and five eighths 1.625%) to the Current Index. The Note Holder will then round the result of the addition to the X Nearest Next Highest Next Lowest Zero and one eighth |
| the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to the sufficient of the sufficient to the suffici |
| interest rate in substantially equal payments. The result of this calculation will be the new amount of monthly payment. Interest-Only Period |
| Before each Change Date, the Note Holder will calculate my new interest rate by addition one and five eighths (1.625%) to the Current Index. The Note Holder will then round the result of the addition to the Next Highest Next Lowest Zero and one eighth (0.125%). Subject the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of monthly payment. |

The "Interest-only Period" is the period from the date of this Note throughOctober 01, 2013. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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| (D) Limits on Interest E (Please check appropri | Rate Changes | 4homo |
|----------------------------------------------------|---------------------------------------------------|----------------------------------------------------------|
| hanges.) | are boxes, if no box is checked. | , there will be no maximum limit on |
| (1) There will be no | maximum limit on interest rate cha | anges. |
| | NA % or less than | t Change Date will not be greater than NA %. |
| (3) My interest rate than | will never be increased or decrea | sed on any single Change Date by more percentage |
| points (preceding period. | | rate of interest I have been paying for the |
| "Maximum Rate." | will never be greater than | 12.000 %, which is called the |
| (5) My interest rate "Minimum Rate." | | 1.625%, which is called the |
| (6) My interest rate | will never be less than the initial int | terest rate. |
| [] (7) The interest rat | e I am required to pay at the firs % or less than | t Change Date will not be greater than %. Thereafter, my |
| interest rate will no | ever be increased or decreased on | any single Change Date by more than percentage points |
| period. | %) from the rate of inte | erest I have been paying for the preceding |
| (E) Effective Date of Ch | anges | |

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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-899R (0009)

Initials

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a 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. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

41622014

-899R (0009)

Initials:

| BY SIGNING BELOW, I Adjustable Rate Rider. | Borrower accepts and | agrees to the terms and covenant | ts contained in this |
|--------------------------------------------|----------------------|----------------------------------|----------------------|
| MARC A GUTHRIE | (Seal) -Borrower | DANA A. GUTHRIE | (Seal) -Borrower |
| | (Seal) -Borrower | | (Seal) -Borrower |
| | (Seal) -Borrower | | (Seal) -Borrower |
| | (Seal) -Borrower | | (Seal) -Borrower |
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