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 Shelby Cnty Judge of Probate, AL
 04/06/2005 01:19:39PM FILED/CERT

LOAN MODIFICATION AGREEMENT
 (Providing for Fixed Interest Rate)6

MIN 1001156-0009511577-7

This Loan Modification Agreement ("Agreement"), made this 28th day of March, 2005 between MICHAEL J. LAPHAM, FRAN L. LAPHAM, HUSBAND AND WIFE

("Borrower(s)") and The Huntington National Bank ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 8, 2004 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, tel. (888) 679-6377 and filed for record on _____ at _____, in Official Record _____, Recorder's Office, SHELBY

County, Alabama 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 636 SPRINGBANK TERRACE BIRMINGHAM, AL 35242, the real property described being set forth as follows:

LOT 909, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 9TH SECTOR, AS RECORDED IN MAP BOOK 32, PAGE 44 A & B, 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 or Security Agreement):

1. As of March 28, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 385,000.00 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 6.2500 % (the "initial rate of interest"), from March 28, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,388.98 beginning on the 1st day of May, 2005 and continuing thereafter on the same day of each month until principal and interest are paid in full. If on August 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 The Huntington National Bank, P.O. Box L5822, Columbus, OH 43268-5822 or at such other places the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to this expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Witness: _____

Witness: _____

Michael J. Lapham
MICHAEL J. LAPHAM
Fran L. Lapham
FRAN L. LAPHAM

Witness: Rhonda Stewart
RHONDA STEWART

Witness: Lynne Leister
LYNNE LEISTER

Lender: The Huntington National Bank

By: Rhonda Ranney
RHONDA RANNEY ASST VICE PRES

Mortgagee: Mortgage Electronic Registration Systems, Inc.

By: Rhonda Ranney
RHONDA RANNEY
ASST VICE PRES

State of Alabama
Jefferson County ss:

On this 28th day of March 2005, before me, a Notary Public in and for said county and state, personally appeared MICHAEL J. LAPHAM, FRAN L. LAPHAM, HUSBAND AND WIFE, the individual (s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires; 6-5-2007 [Signature]
(Notary Public)

(seal)

State of Ohio
Franklin County ss:

On this 25th day of March, 2005 before me, a Notary Public in and for said county and state, personally appeared RHONDA RANNEY ASST VICE PRES, the individual (s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires; 7/14/07 [Signature]
(Notary Public)

(seal)



RHONDA S. STEWART
Notary Public, State of Ohio
My Commission Expires 07-14-07

Prepared by: **PATRICIA UHLIG**
The Huntington National Bank, 7575 Huntington Park Drive/HM1121, Columbus, Ohio 43235