AFTER RECORDING MAIL TO:

LOAN NO. 500339806

. [Space Above This Line For Recording Data].....

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of belween

Robert S. White and wife, Lisa Magee White

Records of

, and (2) the Note bearing

("Borrower") and

20041025000588210

Farmers and Merchants Bank

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security . ("Lender").

Instrument"), dated October 18, 2004 patietalx

Probate

[Name of records]

Shelby County, Alabama

[County and State, or other Jurisdiction]

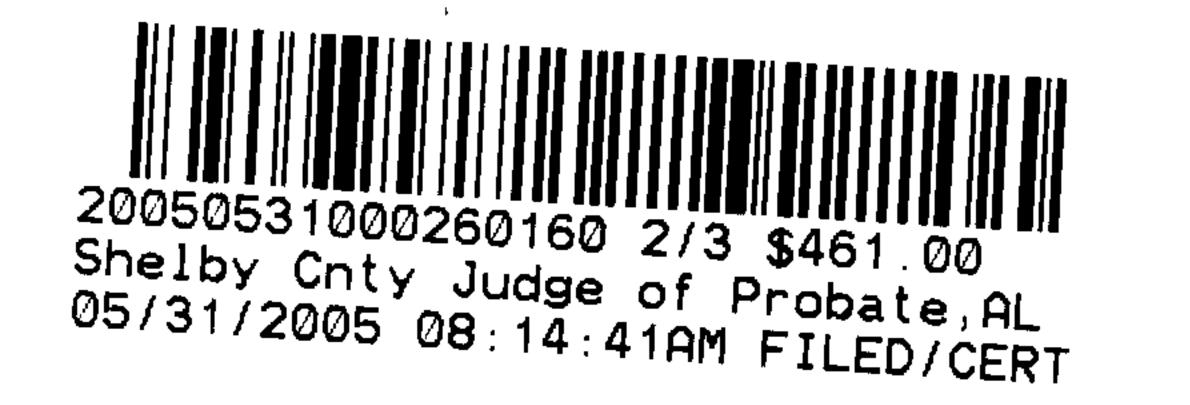
the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

2059 Knollwood Place, Birmingham, AL 35242 Properly Address

the real property described being set forth as follows:

Lot 1414, according to the Map of Highland Lakes, 14th Sector, an Eddleman Community, as recorded in Map Book 30, Page 74 A & B, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amnded in Inst. #1999-31095, in the Probate Office of Shelby County Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 14th Sector, recorded as Instrument #20021101000539747, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").



500339806 LOAN NO.

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 May 19, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 296,000.00 , 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 5.75 May 19, 2005 . The Borrower promises to make monthly payments of priminterest of U.S. \$ 1,727.38 , beginning on the 1st day of July, 2005 . The Borrower promises to make monthly payments of principal and and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as ameneded by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 35 Ali Way, Oxford, AL 36203

, or at such other place as 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 the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this 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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. 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
 - (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.

5. 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.

> (Seal) -Lender

> > (Seal)

(Seal)

By: Michael C. Henderson, City President, Farmers & Merchants Bank

-Borrower White Robert -Borrower Lisa Magee White

LOAN MODIFICATION AGREEMENT-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CLMA**//0592/3179(2-88)-L PAGE 2 OF 3

FORM 3179 2/88

LOAN NO. 500339806

	(Seal) -Borrower
	(Seal)
	-Borrower
	ace Below This Line For Acknowledgments]
STATE OF Alabama COUNTY OF Jefferson) ss.
On May 19, 2005 County and State, personally appeared Michael C. Henderson	before me, the undersigned, a Notary Public in and for the said
	ly sworn by me, did say that he/she/they is/are the
City President of the corporation named herein which instrument is the corporate seal of said	executed the within instrument, that the seal affixed to said corporation; that said instrument was signed and sealed on behalf of or a resolution of its Board of Directors and that he /ebe
(Official Seal)	Notary Public for the state of MOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPLICES: June 17, 2006 BONDED TERU NO VARY PUBLIC UNDERWINTERS
STATE OF Alabama COUNTY OF Jefferson) ss:
On this day personally appeared be	efore me
Robert S. White and Lisa	a Magee White
and acknowledged that they si	scribed in and who executed the within and foregoing instrument, gned the same as their free and voluntary act and deed, for ed. seal this 19th day of May 2005
(Official Seal)	Notary Public for the State of Alabama My commission expires: 6/5/07
LOAN MODIFICATION AGREEMENTSINGLE ISC/CLMA**//0592/3179(2-88)-L	FAMILYFNMA UNIFORM INSTRUMENT FORM 3179 2/88 PAGE 3 OF 3

PAGE 3 OF 3