20050406000159960 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 04/06/2005 01:19:39PM FILED/CERT

* THIS MODIFICATION IS BEING RERECORDED TO REFLECT THE BOOK AND PAGE OF THE MORTGAGE.

951157-7



CORRECTIVE

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)6

MIN 1001156-0009511577-7

This Loan Modification Agreement ("Agreement"), made this 28th day of March .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 (soley 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 $\frac{\text{July, 16, 2004}}{\text{July, 16, 2004}}$ at $\frac{12:56}{\text{July, 16, 2004}}$, in Official Record
* 20040716000394580 MF 355 , 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.
\$\frac{2.388}{2.388} \text{\text{\text{\text{\text{B}}} inning on the \frac{1st}{2st}} \text{day of \frac{May, 2005}{2005} \text{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

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.

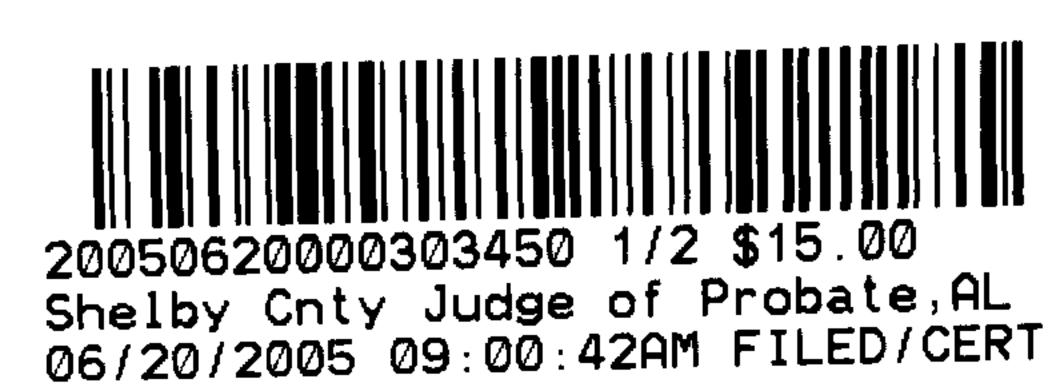
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

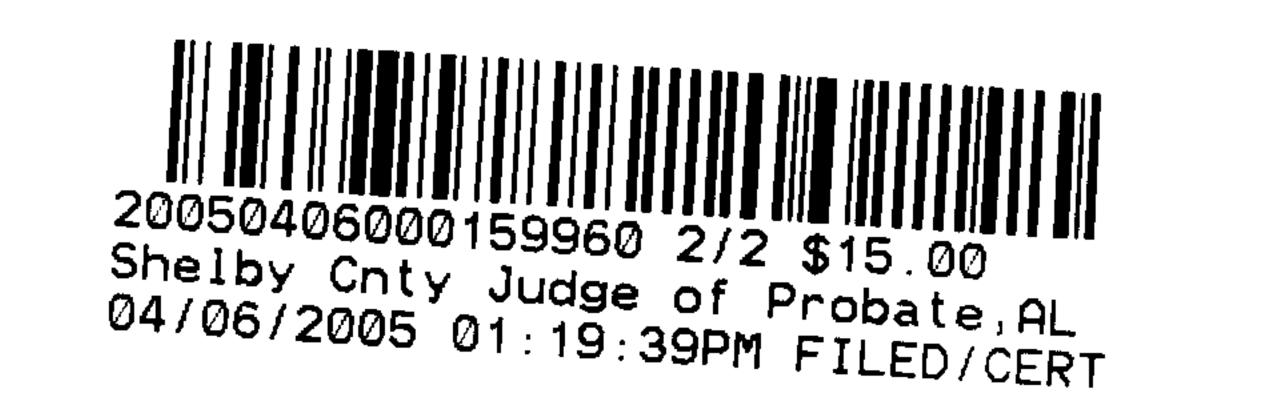
SUBSTANTIALLY SIMILAR TO FORM 3179 2/88

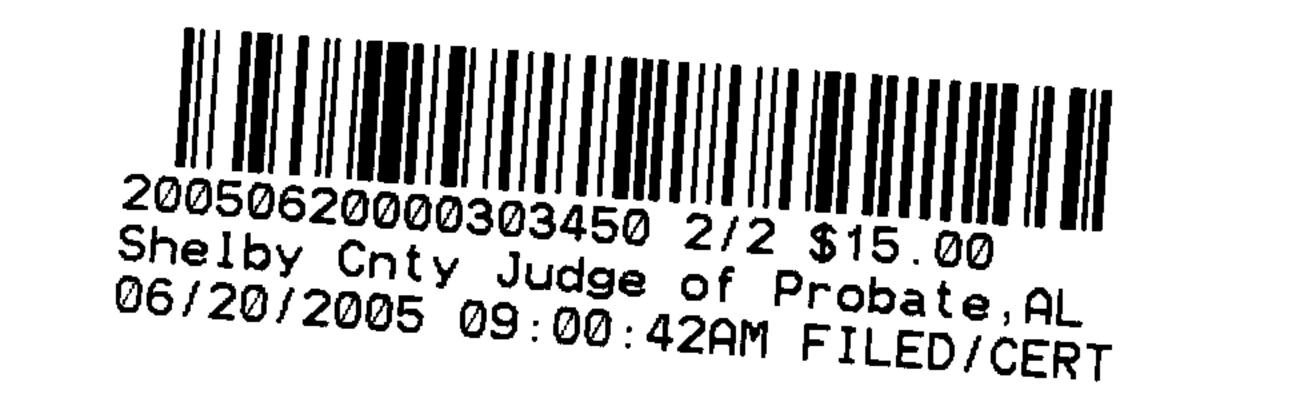
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
3179FP1 rev 12/02

payment in full of sums secured by the Security Instrument.

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PAGE 2 of 2

XF

Witness:	What III have
	MICHAEL J. LAPHAM.
Witness:	Man L Rapham
	FRAN L. LAPHAM
Witness: RHONDA STEWART	Lender: The Huntington National Bank
Witness: Mulkland	Rhod. Da
	By: Monda Panney
LYNNE LEISTER	RHONDA RANNEY ASST VICE PRES
	Mortgagee: Mortgage Electronic Registration Systems, Inc.
	/2; ()
	By: Khonda Kanney
	RHONDA RANNEY ASST VICE PRES
State of Alabama	ACCI TICE
Jefferson County ss:	
On this 28th day of March 2005	before me, a Notary Public in and for said
county and state, personnally appeared MICHAE FRAN L. LAPHAM, HUSBAND AND WIFE	
	y did examine and read the same and did sign the
foregoing instrument, and that the same is their free ac	t and deed.
IN WITNESS WHEREOF, I have hereun	to set my hand and official seal.
My Commission Expires;	(Notary Public)
(seal)	
State of Ohic	
FRUNKLIN County ss:	
On this 25th day of March	2005 before me, a Notary Public in and for said
county and state, personnally appeared RHOND	
ASST VICE PRES	, the individual (s) who executed the
foregoing instrument and acknowledged that the foregoing instrument, and that the same is their free ac	y did examine and read the same and did sign the tand deed.
IN WITNESS WHEREOF, I have hereun	
My Commission Expires; 11140	_ phande S. Lane
	(Notary Public)
(seal) RHONDA S. STEWART	
Notary Public, State of Ohio	
1 AA. Commission Evoires 07-14-07	
My Commission Expires 07-14-07 Prepared by: PATRICIA UHLIG	

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SUBSTANTIALLY SIMILAR TO FORM 3179 2/88

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument