

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31ST day of MAY 2005, between MARZIEH SAMANIFAR AND HUSBAND, SAEED EIMINAN

("Borrower") and

THE BANK

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any,

DATED: 06/25/2004 RECORDED IN 20040701000363850, OFFICIAL RECORDS

of SHELBY

County, ALABAMA

and (2) the Note,

[County and State, or other Jurisdiction]

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 5607 DOUBLE OAK LANE, BIRMINGHAM, ALABAMA 35242

[Property Address]

1700240894

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

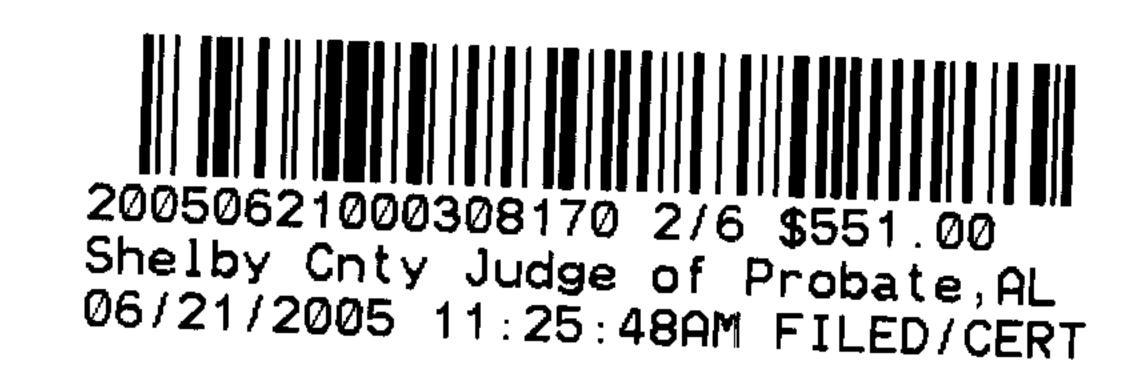
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VMP Mortgage Solutions, Inc. - (800)521-7291

Mitials 5. E.

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the real property described being set forth as follows: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of MAY 31, 2005 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 350,000.00 consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.8750 %, from MAY 31, 2005 . Borrower promises to make monthly payments of principal and interest of U.S. \$2,070.38 beginning on the 1ST day of JULY , 2005 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. 5.8750 % will remain in effect until principal and interest is paid in The yearly rate of full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on JUNE 01, 2035 "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 17 NORTH 20TH STREET

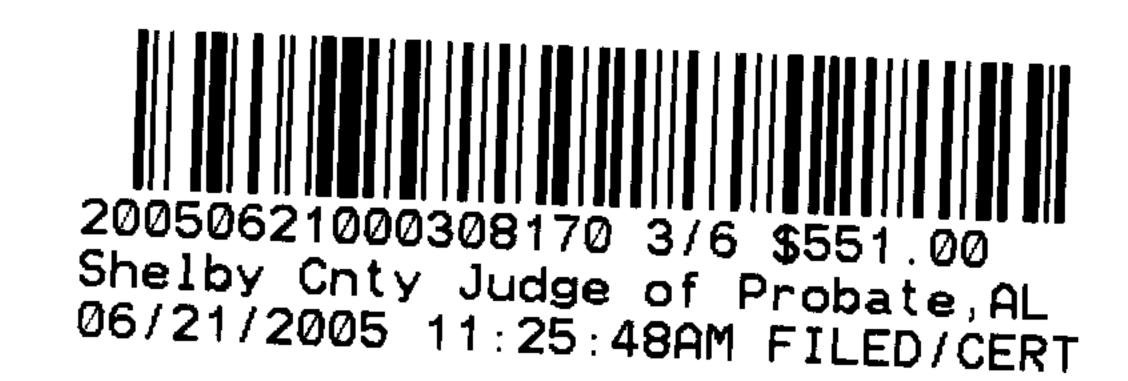
BIRMINGHAM, AL 35203

or at such other place as Lender may require.

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3. 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.

If Lender exercises this option, 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.

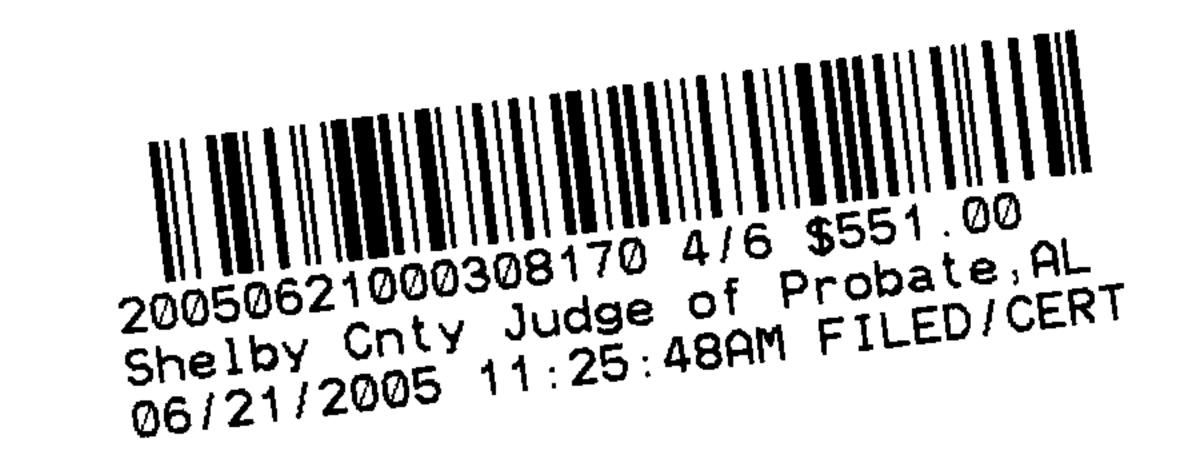
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
- 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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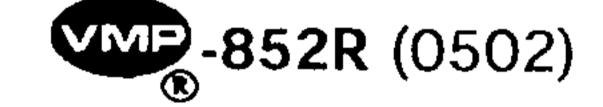


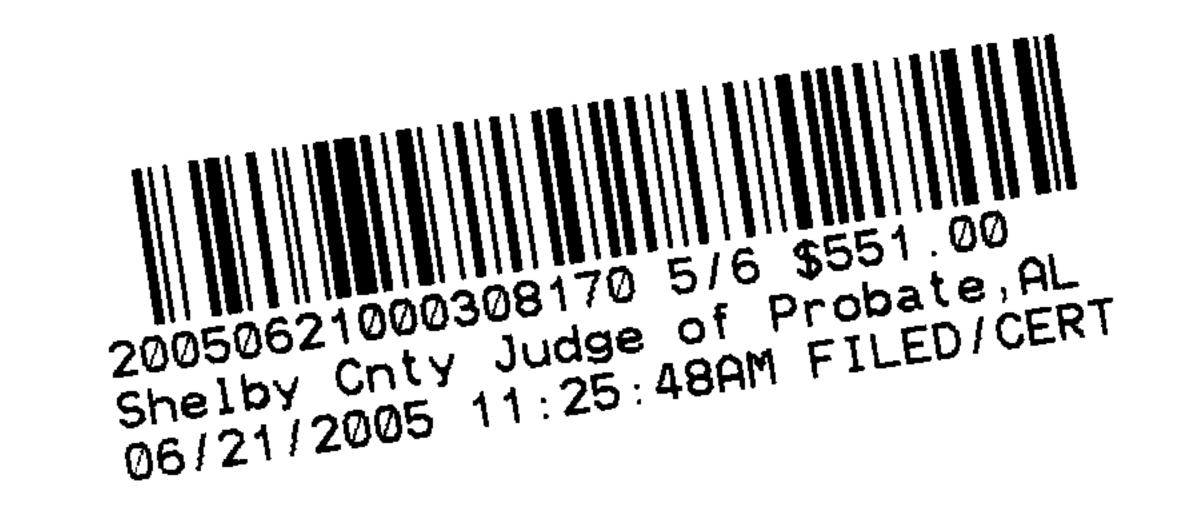
MARZIEH SAMANIFAR -Borrower	SAEED EIMINAN -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
	THE BANK

By: Carbolia Dolinchuck

-Lender

1700240894





STATE OF ALABAMA
County of
Before me, the undersigned, on this day personally appeared MARZIEH SAMANIFAR AND SAEED ETMINAN, A MARRIED COUPLE
known to me (or proved to me on the oath of
Given under my hand and seal of office this 31ST day of May , 2005 .
(Seal) Notary Public OY(23/8)
STATE OF Alabama County of Jeffers on
Before me, the undersigned, on this day personally appeared Barbara Bubinchuck, of THE BANK Known to me (or proved to me on the oath of
or through
Given under my hand and seal of office this 315+ day of MAY 2005 OTARY AND A MAY AND A MAY
Notary Public My Commossion expires: May 11, 2006 My Commossion expires: May 11, 2006 Initials: 5. E. M 1700240894
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THE BANK, ATIN: MORIGAGE BANKING

17 NORTH 20TH STREET

BIRMINGHAM, AL 35203

20050621000308170 6/6 \$551.00 Shelby Cnty Judge of Probate, AL 06/21/2005 11:25:48AM FILED/CERT

EXHIBIT "A"

LOT 8, ACCORDING TO THE FINAL PLAT MOUNTAIN CREST ESTATES, AS RECORDED IN MAP BOOK 32, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.