
LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY
ABN AMRO MORTGAGE GROUP, INC.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.
Loss Mitigation Title Services - LMTS.
P. O. BOX 27670
SANTA ANA, CA 92799-7670
Attention: JOANNE BUI

ORDER NUMBER: 2630293

STATE ALABAMA
COUNTY SHELBY



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

AFTER *When Recorded Return To:* MOD 1):
A First American Title Company *MR*
P.O. Box 27670
Santa Ana, CA 92799 *2630293*
Attn: Loss Mitigation Title Services

ABN AMRO LOAN #: **0631557897**
THIS DOCUMENT WAS PREPARED BY: **VALENCIA COOK**
7159 Corklan Dr. Jacksonville, FL 32258
LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the **1ST day of October 2005**, between **Mark A. Overton and Elizabeth J. Overton** (collectively the "Borrowers") and ABN AMRO Mortgage Group, INC ("Lender"), amends and supplements (1) the Note ("Note") made by **Mark A. Overton and Elizabeth J. Overton, Husband and Wife** in the original principal sum of U.S. **\$122,000.00** dated **December 18, 2002** and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated **December 18, 2002** and recorded on **December 27, 2002** by **Instrument Number 20021227000646830** in the Official Records of **Shelby County, Alabama**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **1050 Dunnivant Valley Road, Birmingham, AL 35242** the real property being described as follows:

The Borrowers have requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrowers and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrowers represents that the Borrowers are the occupants of the Property.
2. The Borrowers acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of **\$8,012.17** has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **October 1, 2005**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$124,100.32**

new capped \$ 2,100.32

3. The Borrowers promise 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 **5.875%**, beginning **October 1, 2005**. The Borrowers promise to make monthly payments of principal and interest of U.S. **\$803.45** beginning on the **1st day of November, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2029** (the "Modified Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, as amended by this Modification, the Borrowers will pay these amounts in full on the Modified Maturity Date. The Borrowers will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.
4. It is understood and agree that while **Elizabeth J. Overton** was not an original borrower and has not executed the Note and Security Instrument for this loan, **Elizabeth J. Overton** is hereby assuming all obligations of an original borrowers as provided in said Note and Security Instrument and shall be personally bound to all of said obligations as modified hereby as if he/she had executed said documents originally and all Borrowers acknowledge that there are no defenses or offsets to the Note and Security Instrument to which Borrowers would be entitled as of the date hereof and the Security Instrument is a valid first lien upon said Property or its equivalent. Further, the Borrowers agree that all rights and obligations hereunder shall extend to and be binding on their respective heirs, executors, administrators, successors and assigns.
5. Except as otherwise modified herein, the Borrowers will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrowers covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrowers are obligated to make under the Security Instrument.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrowers and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

 1-4 Family Rider - Assignment of Rents

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]

Modification Agreement
Signature Page 3

Witness By:

Cherie Horton
Signature

Cherie Horton
Print

Mark A. Overton 9-23-05
Mark A. Overton ALA-4591716 Date

Elizabeth J. Overton 9-23-05
Elizabeth J. Overton ALA#0021521 Date

Yvonne Price
Signature

YVONNE PRICE
Print

State of Alabama
County of Shelby

The foregoing instrument was acknowledged before me on this the 23rd day of September, 2005 by

Mark A. Overton and Elizabeth J. Overton

residing at FNBSB Bank

My commission expires
September 1, 2008

and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (ALA-4591716) to be the person(s) as stated above and who did not take an oath.
ALA-0021521
James A. Lucas
Notary Public

DO NOT WRITE BELOW THIS LINE

LENDER:

Date 9/26/05

ABN AMRO Mortgage Group, INC.

By: Paula Webb
Paula Webb
Its: Vice President



State of Florida
County of Duval

On this 26th day of September, 2005 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage, Group, Inc Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me.

[Signature]
Notary Public

Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the **1st day of October, 2005**, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Mark A. Overton and Elizabeth J. Overton** (the "Borrower") and ABN AMRO Mortgage Group, INC. (the "Lender") covering the property described in the Loan Modification Agreement located at: **1050 Dunnivant Valley Road, Birmingham, AL 35242**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

9-23-05
Date

Mark A. Overton
Mark A. Overton

9-23-05
Date

Elizabeth J. Overton
Elizabeth J. Overton

063/55 7897

EXHIBIT "A"



20051129000614790 6/6 \$212.15
Shelby Cnty Judge of Probate, AL
11/29/2005 08:33:21AM FILED/CERT

A PARCEL OF LAND SITUATED IN A PART OF THE NW1/4 OF SW1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 1 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE NW1/4 OF SW1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 97.65 FEET, THENCE 101 DEGREES 02 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 52.70 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED, THENCE CONTINUE ALONG THE LAST NAMED COURSE A DISTANCE OF 100.0 FEET, THENCE 90 DEGREES 00 MINUTES TO THE RIGHT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 75.00 FEET, THENCE 90 DEGREES 00 MINUTES TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 100.0 FEET, THENCE 90 DEGREES 00 MINUTES TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A DRIVEWAY AGREEMENT AS FILED 11/13/85 IN BOOK 048 PAGE 779.

ALL SITUATED IN SHELBY COUNTY, ALABAMA.