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Shelby Cnty Judge of Probate, AL
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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of January, 2006, between RONALD D. BROOKS and H. DARLENE BROOKS, HUSBAND AND WIFE ("Borrower") and FIRST AMERICAN BANK, AN ALABAMA BANKING CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 12,2005 and recorded in Book or Liber * , at page(s) , of the JUDGE OF PROBATE Records of
[Name of Records]
SHELBY COUNTY,ALABAMA and (2) the Note, bearing the same date as, and
[County and State, or other Jurisdiction]
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
308 HIGHWAY 36,CHELSEA,AL 35043 ,
[Property Address]

C10BROOKS, RON 0

LOAN MODIFICATION AGREEMENT-Single Family-**Fannie Mae Uniform Instrument**

VMP-**852R** (0502) **Form 3179 1/01 (rev. 8/01)**

*INSTRUMENT 20050818000426190

THE LOAN AMOUNT IS REDUCING FROM $168,000.00 TO $152,000.00

David Orr

the real property described being set forth as follows:
SEE ATTACHED EXHIBIT "A"

This is to certify that Ronald D. Brooks is one and the same as Dale Brooks.

This is to certify that H. Darlene Brooks is one and the same as Darlene Brooks.

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 JANUARY 31,2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 152,000.00, 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 JANUARY 31,2006. Borrower promises to make monthly payments of principal and interest of U.S. $1,272.42, beginning on the 1ST day of MARCH2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.8750 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on FEBRUARY 1, 2021 (the "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 , POST OFFICE BOX 37,BIRMINGHAM,ALABAMA 35201

or at such other place as Lender may require.

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Initials: RDB HDB

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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.

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

RCB

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Ronald D. Brooks (Seal)
RONALD D. BROOKS -Borrower

H. Darlene Brooks (Seal)
H. DARLENE BROOKS -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

FIRST AMERICAN BANK

(Seal)
-Lender

By: _____
LAURIE W. TRIMM, VICE PRESIDENT

[Acknowledgments To Be Attached]

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STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Jessica Marie Hassett, A Notary Public, in and for said County in said State, hereby certify that Laurie W. Trimm, whose name as Vice President of First American Bank, a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she, as such officer and with full authority, execute the same voluntarily for and as the act of said Corporation.

Given under my hand this the 30th day of January, 2006.

Jessica Marie Hassett
Notary Public

My commission expires:
07.24.07

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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald D. Brooks and H. Darlene Brooks, husband and wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2006.

NOTARY PUBLIC

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EXHIBIT "A"

Commence at a capped pipe found at the NE corner of Section 5, Township 20 South, Range 1 West; thence run South along the East boundary of said Section, a distance of 2651.41 feet to the NE corner of the NE ¼ of SE ¼ of said Section 5; thence turn an angle of 90°19'13" to the right and run along an accepted property line a distance of 1402.70 feet to a pine knot in a rock pile; thence turn an angle of 88°53'05" to the left and run a distance of 366.0 feet to a point; thence turn an angle of 89°00' to the left and run a distance of 390.0 feet to a point on the East line of a 30 foot private road easement; thence turn an angle of 83°48'54" to the right and run along said easement a distance of 42.28 feet to a point; thence turn an angle of 1°47'06" to the right and continue along said easement a distance of 107.53 feet to a point; thence turn an angle of 3°07'35" to the right and continue along said easement a distance of 94.69 feet to the point of beginning; thence continue along said easement and along the same line a distance of 51.47 feet to a point; thence turn an angle of 2°59'33" to the right and continue along said easement a distance of 192.18 feet to a point; thence turn an angle of 12°33'17" to the left and continue along said easement a distance of 37.88 feet to a point 30 feet North of the centerline of County Highway 36; thence turn an angle of 85°35'12" to the left and run along a line 30 feet from said parallel to said centerline of County Highway 36 a distance of 130.95 feet to a point; thence proceed along a curve to the right (concave Southerly and having a radius of 323.0 feet and a central angle of 22°50'36") an arc distance of 128.78 feet to a point being 30 feet North of the centerline of said County Highway 36; thence turn an angle of 103°57'25" to the left and run a distance of 277.50 feet to a point; thence turn an angle of 92°27'50" to the left and run a distance of 271.98 feet to the point of beginning.

Said parcel of land is lying in the NE ¼ of SE ¼, Section 5, Township 20 South, Range 1 West.

Situated in Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way.

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