20061013000508830 1/4 $21.00
Shelby Cnty Judge of Probate,AL
10/13/2006 12:51:15PM FILED/CERT

Prepared By:
BRENDA FITTS
ALIANT BANK
200 ALIANT PARKWAY
ALEXANDER CITY, AL 35010
(205) 408-2044

20061009001377030 1/4
Bk: LR200665 Pg:19481
Jefferson County,Alabama
I certify this instrument filed on:
10/09/2006 11:55:44 AM MTG
Judge of Probate- Mark Gaines

After Recording Return To:
ALIANT BANK
200 ALIANT PARKWAY
ALEXANDER CITY, AL 35010
(205) 408-2044
ATTN: **BRENDA FITTS**

13.00

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

RYEL
Loan #: **74003131**
PIN:
MIN: **100233400740031314**

This Loan Modification Agreement ("Agreement"), made this **27TH** day of **SEPTEMBER, 2006**, between **RICHARD RYEL and PATRICIA RYEL, individually & husband & wife** ("Borrower") and **ALIANT BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payments Rewards Rider, if any, dated March 29, 2006 and recorded in Book or Liber LR200608 **, at page(s) 19507 **, of the **COUNTY** Records of **JEFFERSON**, **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 **2401 CAHABA RIVER ESTATES, BIRMINGHAM, AL 35244** the real property described being set forth as follows: ** Shelby County **See attached Exhibit "A" for the legal description..** 20060523000243610

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 **SEPTEMBER 27, 2006**, 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 **5.875%**, from **SEPTEMBER 27, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. **$2,070.38**, beginning on the **1ST** day of **NOVEMBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **OCTOBER 1, 2036** (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 **200 ALIANT PARKWAY, ALEXANDER CITY, AL 35010** or at such other place as Lender may require.

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

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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.

ALIANT BANK

Brenda Fitts, its Loan Coordinator 9/27/2006

Richard Ryel 9/27/2006

- BORROWER - RICHARD RYEL - DATE -

Patricia A. Ryel 9/27/2006

- BORROWER - PATRICIA RYEL - DATE -

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[Space Below This Line For Acknowledgments]

STATE OF ALABAMA

County of SHELBY

On the 27TH day of SEPTEMBER in the year 2006 before me, the undersigned, a notary public in and for said state, personally appeared BRENDA FITTS

_____,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Chaqueta Daniel
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 23, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

County of SHELBY

On the 27TH day of SEPTEMBER in the year 2006 before me, the undersigned, a notary public in and for said state, personally appeared RICHARD RYEL AND PATRICIA RYEL, INDIVIDUALLY & HUSBAND & WIFE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Brenda R Fitts
Notary Public

My Commission Expires: 1/6/2008

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EXHIBIT " A "

Parcel I

A tract of land, situated in the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama, and a Part of Lot 25B according to the Resurvey of Lot 25 of the Map of Cahaba River Estates as recorded in Map Book 22, Page 40, in the Probate Office of Jefferson County that lies South of River Road, being more particularly described as follows: Commence at the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama; thence S 0 degrees 0 minutes 0 seconds E assumed along the east line of said ¼ - ¼ 246.00 feet to a 5/8" rebar found at the POINT OF BEGINNING; thence continuing S 0 degrees 0 minutes 0 seconds E along said line 664.0 feet; thence N 67 degrees 53 minutes 04 seconds W 203.43 feet measured, N 67 degrees 55 minutes 0 seconds 176.77 feet deed, to a ½" open pipe found; thence N 17 degrees 06 minutes 48 seconds W 362.77 feet measured, N 20 degrees 13 minutes 0 seconds W 380.26 feet deed, to a PK nail set on the Southeasterly right of way line of River Road; thence along said line N 29 degrees 42 minutes 30 seconds E 57.14 feet to a PK nail set; N 64 degrees 39 minutes 16 seconds E 64.90 feet to a 5/8" rebar set; N 27 degrees 42 minutes 33 seconds E 152.20 feet; N 86 degrees 54 minutes 0 seconds E 85.0 feet to a 5/8" rebar found; N 65 degrees 30 minutes 31 seconds E 57.79 feet to the POINT OF BEGINNING.

Parcel II

Lot 24, according to the Map and Plot of Cahaba River Estates, as recorded in Map Book 3, page 11, in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

Mark Gaines Judge of Probate

"NO TAX COLLECTED"

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Bk: LR200665 Pg:19481
Jefferson County,Alabama
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Fee - $13.00

Total of Fees and Taxes-$13.00
DGBESS