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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN: 1002369-0000006605-5

This Loan Modification Agreement ("Agreement"), made this **12th** day of **July 2007**,
between **John B. McCombs** and wife, **Lisa M. McCombs**
John B. McCombs is one and the same person as **John Braswell McCombs**.

("Borrower"),

First American Bank, An Alabama Banking Corporation

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated
January 12, 2007 and recorded in Book or Liber *****, at page(s) *****,

of the **Judge Of Probate** Records of **Shelby** *Instrument #
[Name of Records] [County and State, or other Jurisdiction] **200701310000**
State of Alabama **46840**
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

100 McClure Drive
Wilsonville, AL 35186

[Property Address]

the real property described being set forth as follows:

See Attached Exhibit "A"

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

ITEM 7134L1 (0604)—MERS

001-106-0710573

(Page 1 of 3 pages)

Form 3179 1/01 (rev. 8/01)

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NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE "BORROWER" IS JOHN
B. MCCOMBS. LISA M. MCCOMBS IS JOINING HEREIN TO SUBORDINATE HER HOMESTEAD
INSTEAD AND FOR NO OTHER PURPOSE.

gm lmr

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 **July 12, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **120,000.00**, 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 **6.6250%**, from **July 12, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$**768.37**, beginning on the **1st** day of **September 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.6250%** 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 **August 01, 2037** (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.

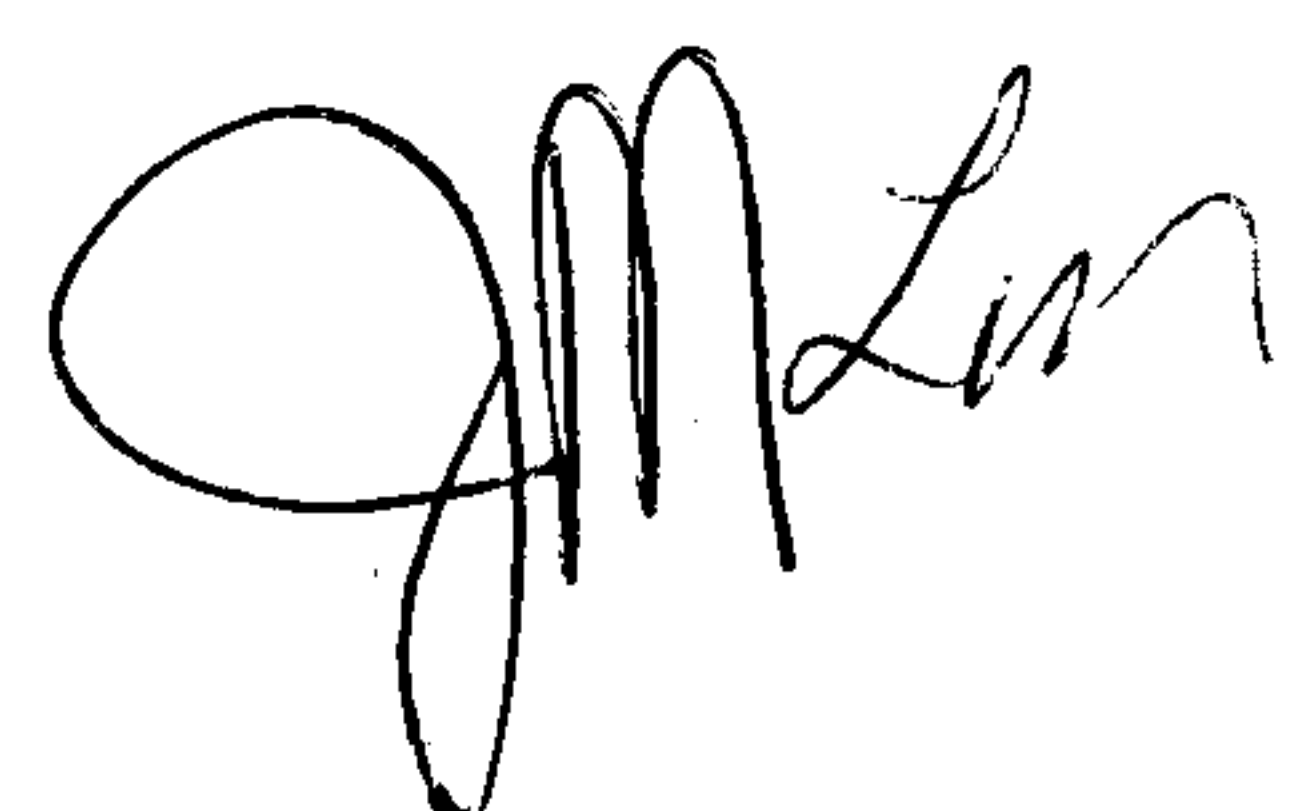
Borrower will make such payments at **First American Bank, 251 Johnston Street SE, Decatur, AL 35601**

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 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.



By signing this Agreement, Lender and I agree to all of the above and acknowledge receipt of pages 1 through 3 of this Agreement.

First American Bank (Seal) John B. McCombs (Seal)
-Lender -Borrower

By: Laurie W. Trimm Lisa M. McCombs (Seal)
LAURIE W. TRIMM, VICE PRESIDENT Lisa M. McCombs -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

____ [Space Below This Line For Acknowledgments] ____

John B. McCombs



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Shelby Cnty Judge of Probate, AL
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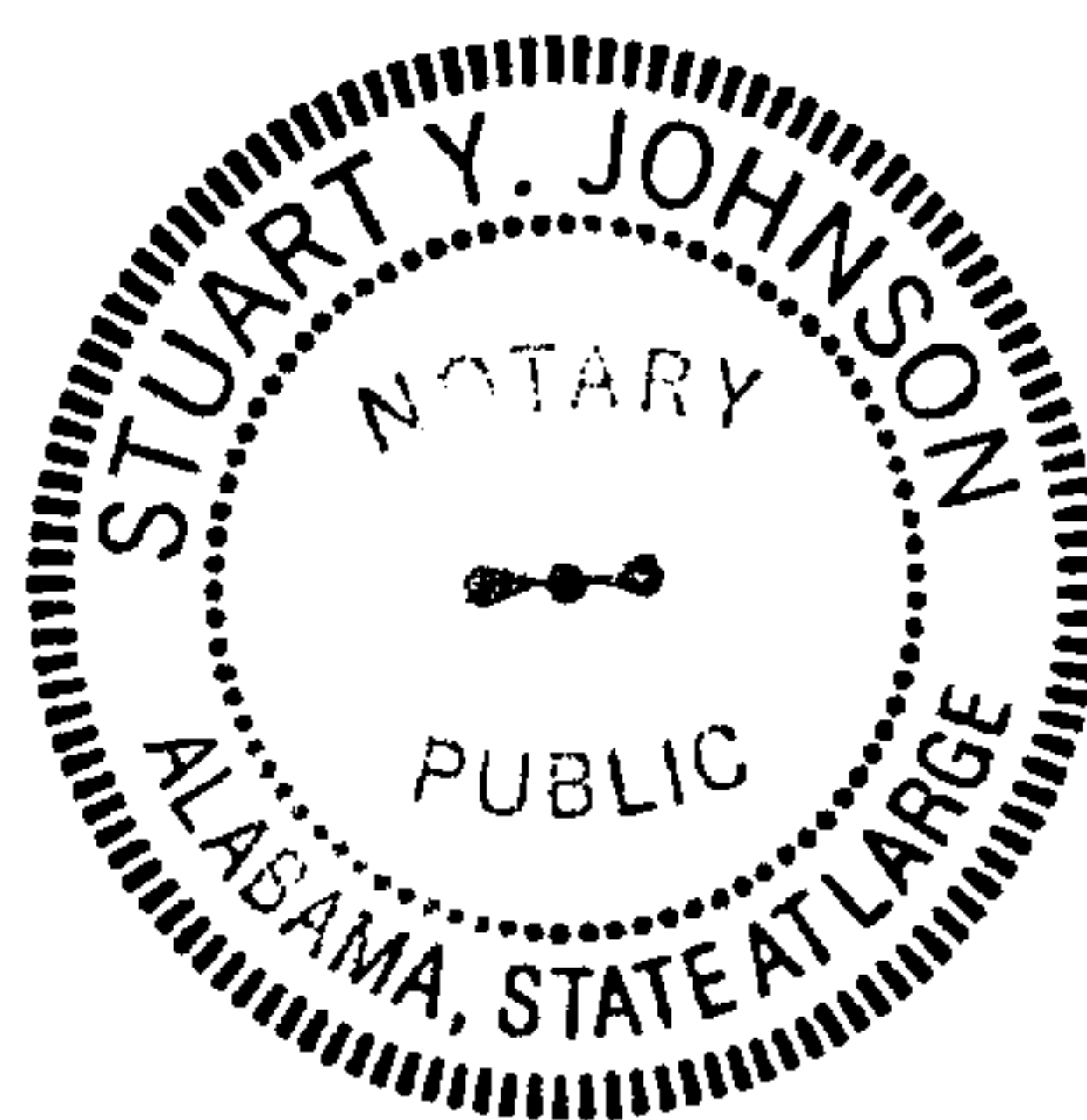
ACKNOWLEDGMENT

State of Alabama

County of JEFFERSON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John B. McCombs, and wife, Lisa M. McCombs, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 12th day of July 2007.




Notary Public

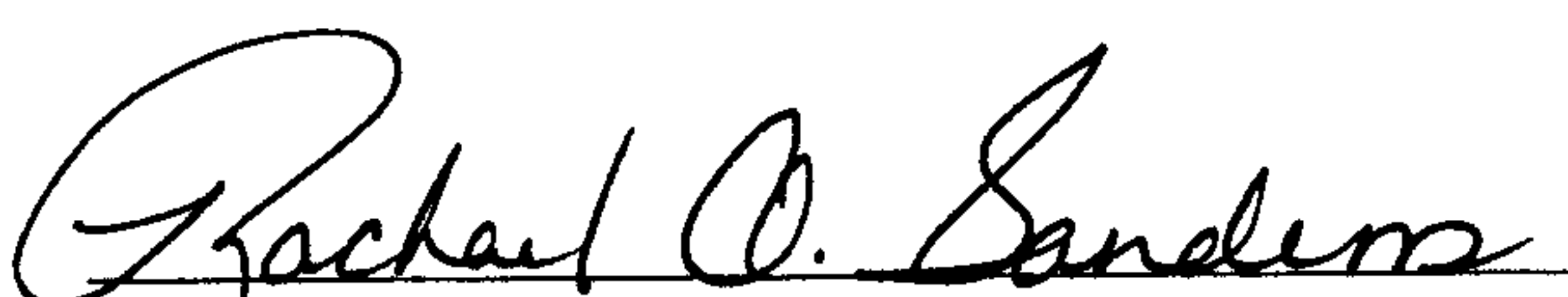
My commission expires 3/26/11

State of Alabama

County of JEFFERSON

I, the undersigned authority, 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, An Alabama Banking 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 12th day of July 2007.


Notary Public

My Commission Expires 8/22/2010

EXHIBIT "A"

PARCEL I:

Commence at the NE corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence South 87 degrees 03 minutes 39 seconds West a distance of 609.92 feet; thence run South 1 degree 46 minutes 31 seconds East a distance of 4,105.23 feet; thence run North 88 degrees 13 minutes 29 seconds East a distance of 86.82 feet to the point of beginning of the property being described; thence run South 56 degrees 01 minutes 06 seconds East a distance of 208.53 feet to a point on the North margin of McClure Drive; thence run along the arc of a curve to the right having a central angle of 9 degrees 50 minutes 10 seconds and a radius of 282.40 an arc distance of 48.48 feet to the P.T.; thence run South 38 degrees 40 minutes 53 seconds West along the North margin of said street a distance of 163.14 feet to the P.C. of a curve to the right having a central - angle of 14 degrees 31 minutes 57 seconds and a radius of 151.33 feet; thence continue along the arc of said curve an arc distance of 38.38 feet to a point; thence run North 32 degrees 28 minutes 25 seconds West a distance of 218.88 feet to a point; thence run North 38 degrees 40 minutes 53 seconds East a distance of 161.57 feet to the point of beginning.

PARCEL II:

Commence at the NE corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence South 87 degrees 03 minutes 59 seconds West a distance of 609.92 feet; thence run South 1 degree 46 minutes 31 seconds East a distance of 3,846.22 to a point; thence run North 88 degrees 13 minutes 29 seconds East a distance of 109.28 feet to the point of beginning of the property being described; thence run South 3 degrees 10 minutes 53 seconds West a distance of 260.0 feet to a point; thence run North 56 degrees 01 minutes 06 seconds West a distance of 200.75 feet to a point on the arc of a cul-de-sac curve to the left having a central angle of 80 degrees 21 minutes 09 seconds and a radius of 50.0 feet; thence continue along the arc of said curve an arc distance of 70.12 feet to a point; thence run North 66 degrees 13 minutes 01 seconds East a distance of 243.06 feet to the point of beginning.

PARCEL III:

Commence at the NE corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence South 87 degrees 03 minutes 59 seconds West a distance of 609.92 feet; thence run south 1 degree 46 minutes 31 seconds East a distance of 3,987.94 feet; thence run South 88 degrees 13 minutes 29 seconds West a distance of 76.09 feet to a point on the curve of a cul-de-sac and the point of beginning of the property being described; thence run South 56 degrees 01 minutes 06 seconds East a distance of 200.75 feet to a point; thence run South 38 degrees 40 minutes 53 seconds West a distance of 161.57 feet to a point; thence run North 25 degrees 50 minutes 38 seconds West a distance of 214.93 feet to a point on the arc of a cul-de-sac curve to the left having a central angle of 64 degrees 02 minutes 43 seconds and a radius of 50.0 feet; thence run along the arc of said curve an arc distance of 55.89 feet to the point of beginning.
Situating in Shelby County, Alabama.

CONTINUED.....



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Shelby Cnty Judge of Probate, AL
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PARCEL IV:

Commence at the Northeast corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama, and run thence South 87 degrees 03 minutes 59 seconds West a distance of 609.92 feet to a point; thence run South 1 degree 46 minutes 31 seconds East a distance of 3,846.22 feet to a point; thence run North 88 degrees 13 minutes 29 seconds East a distance of 109.28 feet to the point of beginning of the property being described; thence run South 3 degrees 10 minutes 53 seconds West a distance of 260.00 feet to a point; thence turn 59 degrees 11 minutes 59 seconds left and run Southeasterly a distance of 208.35 feet to a point on the West margin of McClure Drive in a curve to the left; thence turn 107 degrees 53 minutes 51 seconds left to chord and run Northerly along the chord of said street margin a distance of 125.44 feet to a point; thence turn 13 degrees 01 minutes 58 seconds left from chord and run Northerly along said margin of said McClure Drive a distance of 352.17 feet to a point on the Northwest corner of the intersection of McClure Drive and Homestead Drive; thence turn 68 degrees 50 minutes 48 seconds left and run Westerly along the South margin of said Homestead Drive a distance of 41.19 feet to the P.C. of a curve to the left; thence turn 9 degrees 50 minutes 01 seconds right and run Westerly along the chord of said curve a chord distance of 93.69 feet to a point; thence turn 93 degrees 45 minutes 13 seconds left and run Southerly a distance of 191.14 feet to the point of beginning. Situated in Shelby County, Alabama.