

WAIVER OF RIGHT TO ACCELERATE
UPON TRANSFER OF PROPERTY AND

872 ASSUMPTION OF OBLIGATIONS BY PURCHASER

CITICORP HOMEOWNERS SERVICES INC.
CUSTOMER SERVICE EAST SLS 301
P. O. BOX 10000
ST. LOUIS, MISSOURI 63179-0001

THIS AGREEMENT, made and entered into in triplicate this 17th day of
October, 19 86, by and between Citicorp Homeowners, Inc.
Party of the First Part, and Randall L. Nord
Party of the Second Part, and Pierce Triplett & Mary Triplett
Party of the Third Part:

WITNESS THAT:

WHEREAS, Party of the Second Part has heretofore executed and delivered for
valuable considerations, a Promissory Note in the sum of Sixty thousand eight
hundred and 00/100 Dollars (\$ 60,800.00), June 24, 19 85
subsequently assigned to Party of the First Part, secured by a Mortgage, dated
June 24, 19 85 recorded in Book 32, Page 256, Official Records of
Shelby County, Alabama; and

WHEREAS, Party of the Third Part is purchasing the property described in said
Mortgage from Party of the Second Part and is willing to assume the payment of the
obligations represented by said Note and Mortgage; and

WHEREAS, Party of the First Part and Party of Third Part desire to modify
the terms of said Note and Mortgage.

NOW, THEREFORE, in consideration of the agreement and undertaking of Party
of the Third Part assuming and agreeing to pay the Note and to perform the
covenants and obligations of said Mortgage securing said Note, as said Note and
Mortgage are hereinafter modified, Party of the First Part waives and relinquishes
its right under the Mortgage to declare all sums secured by the Mortgage to be
immediately due and payable by reason of the sale and transfer by Party of the Second
Part to Party of the Third Part, it being understood and agreed that this waiver
and relinquishment applies only to said sale and not to any future sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Party of the Third Part is and shall
become liable in and under the above described Note and Mortgage, as amended hereby,
and hereby consents to and agrees to the hereinafter described modification of the
terms of said Note and Mortgage. The Party of the Second Part shall be released
from any further liability in and under the above described Note and Mortgage.

IT IS FURTHER AGREED THAT in consideration of the premises:

1. The terms of said Promissory Note be, and the same hereby are, modified by
the addition of the following paragraph:

*Notwithstanding any provision to the contrary contained herein, from
and after the 1st day of October, 19 86, the unpaid principal
balance shall bear interest at the rate of Nine
percent (9 %) per annum. From and after said date the principal and
interest shall be payable in consecutive monthly installments of Four
hundred eighty-nine and 84/100 Dollars (\$ 489.84), on the 1st
day of each month beginning November 1, 19 86, until the next adjustment,
if not sooner paid, shall be due and payable on the 1st day of July 2015.

2. The Party of the Third Part hereby accepts the modification hereinafter contained and in consideration thereof agrees to pay the indebtedness evidenced by said Note(s) as so modified and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtedness, or any part thereof, and also to comply with any covenant, condition, or obligation contained in said Mortgage.

3. The Party of the First Part and the Party of the Third Part hereby agrees that the unpaid principal balance as of the date hereof on the said Note(s) is Sixty thousand three hundred fifty-two and 14/100 Dollars (\$ 60,352.14)

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note and Mortgage, or of the property involved in the Mortgage, from the effect thereof, nor to impair the right of sale provided for under the terms of the Mortgage or other remedy provided by law for the foreclosure of mortgage by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above mentioned Promissory Note(s) and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

PARTY OF THE FIRST PART:
CITICORP HOMEOWNERS, INC.

By: Brenda L. Jelford

PARTY OF THE SECOND PART:

Randall L. Nord
Randall L. Nord

PARTY OF THE THIRD PART:

Pierce Triplett
Pierce Triplett
Mary Triplett
Mary Triplett

PREPARED BY: Pat Schaefer
CITICORP HOMEOWNERS, INC.

BOOK 104 PAGE 188

(Individual)

STATE OF MISSOURI

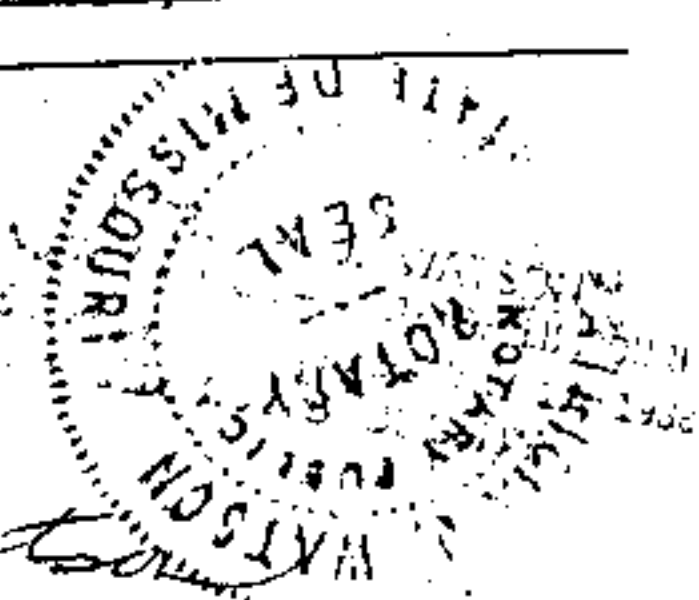
COUNTY OF ST. LOUIS

On November 18, 1986 before me, the undersigned, a Notary Public
in and for said State, personally appeared Brenda L. Fulford,
Assistant Secretary
known to me to be the person whose name subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature

Patricia J. Watson



(Individual)

STATE OF Alabama

COUNTY OF Jefferson

On October 17, 1986 before me, the undersigned, a Notary Public
in and for said State, personally appeared Randall L. Nord
known to me to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Frank B. ...

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 DEC -9 PM 12:18

(Individual)

STATE OF Alabama

COUNTY OF Jefferson

RECORDING FEES

Recording Fee \$ 7.50
Index Fee 1.00
TOTAL \$ 8.50

On October 17, 1986 before me, the undersigned, a Notary Public
in and for said State, personally appeared Pierce Triplett & Mary Triplett
known to me to be the person s whose names are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Frank B. ...

