

MODIFICATION OF NOTE AND SECURITY INSTRUMENT  
ADJUSTABLE PAYMENT TO FIXED RATE

STATE OF ALABAMA

COUNTY OF SHELBY

# 165695-2

This Modification of Note and Security Instrument is made and entered into this 12th day of May, 1988, by and between James Larry Latta and wife, Katherine B. Latta (hereinafter referred to as "Borrower") and NATIONAL HERITAGE MORTGAGE CORPORATION, which is organized and existing under (hereinafter referred to as "Lender"), the laws of Alabama,

WHEREAS, Borrower did execute in favor of BancBoston Mortgage Corporation, as successor by merger to Mortgage Corporation of the South, that certain Adjustable Rate Note, (hereinafter referred to as "Note") in the original principal amount of \$71,300.00, which Note was secured by a Mortgage, (hereinafter referred to as "Security Instrument"), recorded in Official Records Book 026, Page 249, Public Records of Shelby County, Alabama,

WHEREAS, Lender is the owner and holder of the Note and the Security Instrument, and,

WHEREAS, Borrower and Lender desire to modify the Note and Security Instrument to convert said Note and Security Instrument to a fixed rate Note and Security Instrument as hereinafter set forth,

NOW THEREFORE, for and in consideration of Ten and no/100 dollars (\$10.00) Cash, in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The unpaid principal balance is now \$69,605.26, with interest thereon from May 1, 1988.
2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to Ten and 435/100 percent (10.435%) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on May 1, 1988.
3. The parties hereto do hereby modify the Note and the Security Instrument to change the monthly principal and interest payment to \$644.25, which new monthly principal and interest payment shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on the first day of June, 1988.
4. All provisions relating to the conditions on transfer of the property are hereby deleted and in lieu thereof, the following provisions are inserted:

"Transfer of 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."

"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 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."

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*BancBoston*

5. All other terms and conditions of said Note and Security Instrument shall remain in full force and effect except as otherwise expressly modified herein.
6. This Modification of Note and Security Instrument shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

WITNESS the hand and seal of each of the undersigned as the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BANCOSTON MORTGAGE CORPORATION

Elaine Dualey  
Witness

BY: [Signature]  
Vice President

Beverie Oglesby  
Witness

ATTEST: Beverly J. Ranco  
Assistant Secretary

[Signature]  
Witness to borrower

James Larry Latta  
James Larry Latta -Borrower

[Signature]  
Witness to borrower

Katherine V. Latta  
Katherine B. Latta -Borrower  
K. Latta V.

STATE OF Alabama )  
 ) ss.  
COUNTY OF Jefferson )

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared James Larry Latta and Katherine V. Latta, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 18th day of May, 19 88.

Cecilia A. Truett  
Notary Public  
My Commission Expires: 4/12/89

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF DUVAL )

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James B. Stokes and Beverly J. Ranco, to me known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of the corporation BancBoston Mortgage Corp. and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 7th day of June, 19 88.

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUN 14 AM 8:02

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE  
RECORDING FEES  
Recording Fee \$ 5.00  
Index Fee 1.00  
TOTAL 6.00

Lisa R. [Signature]  
Notary Public  
My Commission Expires:

My Commission expires  
July 14, 1991  
Bonded thru Trowell Insurance, Inc.

Prepared by: Renee Oglesby  
BancBoston Mortgage Corp.  
7301 Baymeadows way  
Jacksonville, FL 32216