

This instrument prepared by Camille T. Marrs

This instrument was prepared by

Camille T. Marrs
215 North 21st Street
Birmingham, Alabama 35203

957
MODIFICATION AGREEMENT

203

THE STATE OF Alabama)
Shelby COUNTY)

ACCOUNT # 00-40-808538

PMI CERTIFICATE # NA

000010 W 0:30

This Agreement made and entered into on this 27th day of JANUARY, 19 88, by and between Robert E. Wyatt and wife, Janet Susan Jones Wyatt

(hereinafter referred to as "Borrower"), and JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Association");

WITNESSETH

WHEREAS, T. Ellsworth Leighton, an unmarried man

did on, to-wit: the 5th day of May, 19 86, execute to the Association a mortgage covering certain real property located and situated in Shelby County, Alabama, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 072, Page 997, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by Robert E. Wyatt and wife, Janet Susan Jones Wyatt

executed on the 31st day of January, 19 87, which said Assumption Agreement is recorded on the 1st day of September, 19 87, in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 148, Page 648, and

WHEREAS, the original principal balance due on the indebtedness secured by said mortgage in the principal sum of \$ 44,700.00; and

WHEREAS, Borrower is desirous of converting said note and mortgage from an adjustable 8.250% to a fixed 11.000% rate mortgage loan.

NOW, THEREFORE, in consideration of the premises and other value consideration in hand paid by the parties hereto to each other, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. That the present principal balance of the indebtedness securing said mortgage is in the amount of \$ 44,191.99

2. The Borrower agrees to pay said present principal balance of \$ 44,191.99 in accordance with the following loan plan of the Association:

Borrower shall pay to the Association the balance due on said note and mortgage with interest at the rate of Eleven percent (11.000%) per annum payable in equal monthly principal and interest installments of \$ 423.98, with the first such monthly installment being due and payable on the 1st day of February, 19 88, and on the first day of each successive month thereafter to and including the first day of June, 20 16, on which said latter date the entire unpaid balance of principal together with all accrued interest shall be due and payable unless sooner paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid balance of principal, and the remainder of said installments shall be applied to the reduction of principal.

3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

JEFFERSON FEDERAL
Savings & Loan Association
215 North 21st Street, Birmingham, AL 35203

See reverse side

Conversion to fixed rate

Revised 1/87

BOOK 225 PAGE 202

171 PAGE 342

900

Alabama Title

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the date herein above first written.

Witness

Robert E. Wyatt (SEAL)
Borrower Robert E. Wyatt

Janet Susan Jones Wyatt (SEAL)
Borrower [sign original only]
Janet Susan Jones Wyatt

THE STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert E. Wyatt and Janet Susan Jones Wyatt, whose names as Borrowers are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 27th day of JANUARY, 19 88.

Charles Andrew Thomas

NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES MARCH 5, 1991

JEFFERSON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BIRMINGHAM
("Association")

BY: Rick Romano

ITS: Vice President

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick Romano whose name as Vice President of Jefferson Federal Savings and Loan Association of Birmingham, an association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and seal of office this 27th day of January, 19 88.

Jimmy S. Hightower

NOTARY PUBLIC

My Commission expires MY COMMISSION EXPIRES OCTOBER 1, 1990

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

89 FEB -3 AM 8:49

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Debt Tax \$
2. Mtg. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 6.00

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

88 FEB 16 AM 8:36

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Debt Tax \$
2. Mtg. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 6.00