

Inst # 1997-02559

01/24/1997-02559
03:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

(Space Above this Line for Recording Date) 11.00

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 27th day of November, 1997 between James M. Miller and Janet K. Miller, Husband and Wife ("Borrower") and SOUTHTRUST MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 11, 1996 and recorded in Inst # 1196 - 12371 of the JUDGE OF PROBATE Records of SHELBY COUNTY, ALABAMA
(Name of Records) (County and State or other Jurisdiction)

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 4056 Milner's Crescent, Birmingham, AL 35242
(Property Address)

the real property described being set forth as follows:

Lot 32, according to the first Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase 1, as recorded in Map Book 19, Page 140 in the Probate Office of Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note of Security Instrument):

1. As of November 27, 1996, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 140,000.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.875 %, from January 1, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,015.10 beginning on the 1st day of January, 1996 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2026 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at SOUTHTRUST MORTGAGE CORPORATION or at P.O. Box 11407, Birmingham, AL 35246-0021 such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

- (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; and
- (b) all terms and provisions of any adjustable rate rider 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.

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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 the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness: _____

James M. Miller (Seal)
James M. Miller Borrower

Witness: _____

Janet K. Miller (Seal)
Janet K. Miller Borrower

(Seal)
Borrower

(Seal)
Borrower

Witness: Lora L. Sellers
Lora L. Sellers

SouthTrust Mortgage Corporation

By: Debbie Roberson
DEBBIE ROBERSON (Name)

Witness: Joann Duffel
Joann Duffel

Its: ASSISTANT VICE PRESIDENT
(Title)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 27th day of November, 1996, by James M. Miller and Janet K. Miller, Husband and Wife who produced A Drivers License as identification (who is personally known to me) and who did (did not) take an oath.

SEAL

Stephen L. Sexton
Notary

Stephen L. Sexton
Printed Name of Notary

Serial Number, if any

5-25-99
Commission Expiration Date

STATE OF Alabama)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 27th day of November, 1996, by Debbie Roberson, Assistant Vice President of SouthTrust Mortgage Corporation, on its behalf. She is personally known to me and did take an oath.

SEAL

Sara Joyce Armstrong
Notary

SARA JOYCE ARMSTRONG
Printed Name of Notary

Serial Number, if any
1997 COMMISSION EXPIRES: Jan. 13, 1997.
Commission Expiration Date

1st * 1997 COMMISSION EXPIRES: Jan. 13, 1997.
Commission Expiration Date

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