

38

Wanda Franklin, Real Estate Department

THIS INSTRUMENT PREPARED BY: (Name) Central Bank of the South  
(Address) P. O. Box 10566 (MC 103) Birmingham, Alabama 35296

STATE OF ALABAMA )  
COUNTY OF Jefferson )

## ADJUSTABLE RATE MORTGAGE AMENDMENT

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE AN ADJUSTABLE RATE NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS OR A LARGER FINAL PAYMENT. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS, A SMALLER FINAL PAYMENT, OR AN ADJUSTMENT OF THE MATURITY DATE.

This Adjustable Rate Mortgage Amendment, dated December 28, 1984, amends and supplements the Mortgage dated June 11, 1984, which I gave to Central Bank of The South (the "Lender"); ( ) to which this Amendment is attached. (XX which is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 450, Page 489). This Amendment covers the Property described in the Mortgage.

The word "Note" used in the Mortgage and this Amendment shall include an "Adjustable Rate Note." An Adjustable Rate Note is a note containing provisions allowing Lender to change the interest rate and the monthly payment amounts, and to increase the amount of principal to be repaid as a result of changes in an interest rate index.

### ADJUSTABLE RATE MORTGAGE AMENDMENT

In addition to the promises and agreements I make in the Mortgage, I promise and agree with Lender as follows:

#### (A) Interest Rate Adjustments

The Note provides for an adjustable interest rate which will be increased or decreased on the Interest Adjustment Dates as described in the Note (every 6 months). The Note provides for a beginning interest rate of 10.94 percent. Changes in the interest rate will correspond directly to changes in the Index Rate and, if applicable, to the graduated interest scale described below. There are no limitations on changes in the interest rate, except that the interest rate may be subject to a ceiling or floor rate.

The Index Rate is the auction rate for United States Treasury Bills with maturities of 26 weeks, as established at the most recent auction immediately prior to the date of the Note and each subsequent Interest Adjustment Date. The beginning Index Rate in the Note is 8.04 percent.

☐ GRADUATED INTEREST SCALE (check if applicable)

The Note provides for a graduated interest scale whereby the number of percentage points added to the Index Rate is increased at established intervals. The interest rate payable under the Note during the first year is \_\_\_\_\_ percentage points above the Index Rate; during the second year is \_\_\_\_\_ percentage points above the Index Rate; and in the third and subsequent years is \_\_\_\_\_ percentage points above the Index Rate.

#### (B) Monthly Payment Adjustments

If the rate of interest changes, the amount of my payment will change as provided in the Note. Any increase in my monthly payment amount will be limited to ten percent (10%) of the previously scheduled payment amount. The limitation on increases in my monthly payment amount does not apply at the time of the final payment adjustment, or if the balance due under the Note exceeds 115% of the original principal sum as set out in the Note. My monthly payment amount will decrease if the interest rate applicable to the Note decreases. However, my monthly payment amount will never decrease below the beginning monthly payment as set out in the Note.

#### (C) Increases in Principal Balance; Future Advances

The Note provides that the principal amount I owe Lender may increase from time to time. In the event that I make a payment that is insufficient to pay all interest which has been earned since my last payment, Lender will advance an amount equal to the interest earned by Lender but unpaid after application of my payment. The amount advanced by Lender will be added to the principal of the Note and I will pay interest at the Note rate on the amount advanced. The total principal amount secured by the Mortgage will not exceed 115% of the original principal sum as set out in the Note, plus any advances made under the Mortgage.

#### (D) Loan Charges

In the event a law which applies to the Note secured by the Mortgage and which sets maximum loan charges is interpreted so that the interest or other loan charges collected or to be collected in connection with the Note would exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

#### (E) Monthly Payments for Taxes and Insurance

Under paragraphs 3 and 4 of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by Borrower, Lender may at its option require Borrower at any time to make monthly payments to Lender for taxes and insurance.

##### (1) BORROWER'S OBLIGATION TO MAKE MONTHLY PAYMENTS TO LENDER FOR TAXES AND INSURANCE

I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments are due under the Note.

The amount of each of my payments under this Paragraph E will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

*Cent. Bank of the South*  
*P.O. Box - 10566*  
*Bhm 35296*

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph E will be called the "Funds."

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

(2) LENDER'S OBLIGATIONS CONCERNING BORROWER'S MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Lender will keep the Funds in a savings or banking institution. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph E, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest on the Funds unless Lender agrees in writing to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph E will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

When I have paid all of the amounts due under the Note and under the Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under the provisions of the Mortgage, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under the Mortgage.

(F) Conflict in Loan Documents

In the event of conflict between any of the terms of the Mortgage and this Amendment, the terms of this Amendment shall apply. In the event of conflict between any of the terms of this Amendment and the Note, the terms of the Note shall apply.

By signing this Amendment I agree to all of the above.

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

1985 JAN -3 AM 9:00

Thomas A. [Signature]  
JUDGE OF PROBATE

Rec 500  
Ind 100  
600

Terry Keith Martin

Julia H. Martin

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, \_\_\_\_\_ the undersigned, a Notary Public in and for said County, in said State, hereby certify that Terry Keith Martin and wife, Julia H. Martin whose names are \_\_\_\_\_ signed to the foregoing conveyance, and who are \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they each executed the same voluntarily on the day the \_\_\_\_\_

Given under my hand and official seal this 28th day of December

My commission expires: 10-12-88

[Signature]  
Notary Public

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ 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 such conveyance, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public