At.

THIS INSTRUMENT PREPARED BY: Donna Goodwin

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CITICORP HOMEOWNERS, INC.

5775 P'tree Dunwoody Rd., Suite 100-E

Atlanta, Georgia 30342

MODIFICATION AGREEMENT

ARM CONVERSION FRANCHISE LOANS ONLY

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Inde cendence Tile of Alberta, Inc.

Suite 365-8

5775 Erachtes Dunwoody Chad

Suanta, Georgia 30342

87.40504-257-1122

	THIS AGREEMENT is made and entered into this day of February
,	19 86, by and betweenCiticorp Homeowners Inc
_	(LENDER) and <u>Kerry Dennis Wolfe</u> (BORROWER).
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!	WHEREAS, Citicorp Homeowners Inc (COMPANY) and BORROWER entered into an adjustable rate mortgage loan (LOAN) on January 30, 1985, evidenced by an Adjustable Rate Note ("Note") and secured by a Mortgage or Deed of Trust ("Security Instrument") recorded in Book 016 Page 878-881 of the Official Records of Shelby County, Alabama and
	WHEREAS, LENDER now owns the Loan and holds and can enforce the terms of the Note and Security Instrument executed by COMPANY and BORROWER; and
	WHEREAS, BORROWER can convert this LOAN to a fixed rate, fully amortizing loan under the terms and conditions specified in the Addendum to the Security Instrument ("Addendum"); and
	WHEREAS, BORROWER has met the conditions specified in the Addendum and desires to convert to a fixed rate loan, the terms of which are specified below;
	NOW THEREFORE, in consideration of the premises and the mutual covenants, promises and agreements hereinto contained, LENDER and BORROWER agree as follows:
	1. Modification of Loan Terms
	1.1. From and after <u>February 1</u> , 1986 (the "Conversion Date") the interest rate will be fixed and will no longer adjust or change.
	1.2. From and after the Conversion Date, the unpaid balance of BORROWER's indebtedness shall bear interest at the yearly rate of11.250_%.
	1.3. Starting with the first monthly installment due after the Conversion Date, the principal and interest shall be paid in fixed, consecutive monthly installments of until the entire indebtedness evidenced by the Note is paid in full; any remaining indebtedness, if not sooner paid, shall be due and payable on February 1, 2015.
	2. Conversion Fee
30 184	2.1. In consideration of this conversion, and as required by the Addendum, BORROWER agrees to pay LENDER a Conversion Fee of \$ 653.20 This Fee must be paid in cash within the time-frame specified by LENDER.
	3. Security Interest
	3.1. Nothing in this AGREEMENT shall: (i) affect or impair LENDER's security interestin, or lien priority on, the property described in the Security Instrument, and/or (ii) be construed to be a satisfaction or a partial or total release of the Note or Security Instrument.

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Other Loan Terms

- Except as modified by this AGREEMENT, all other terms and conditions of the Note and Security Instrument shall remain in full force and effect.
- This AGREEMENT shall not be deemed a waiver of LENDER's right to: (i) prohibit, or restrict, any future modifications requested by BORROWER, and/or (ii) enforce any of its rights or remedies contained in the Note and Security Instrument.

IN WITNESS WHEREOF, LENDER and BORROWER have executed this AGREEMENT as of the day and year first written above.

the day and year first written above.	A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SWORN & SUBSCRIBED BEFORE ME THIS	
18"DAY OF ELIZINGE, 1986.	
NOTARY PUBLIC	Citicorp Homeowners Inc LENDER
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES APR. 18, 1989	. By: Donne B. Goodws
A Lupres	()
UNOFFICIAL WITNESS	
- 10 · · · · · · · · · · · · · · · · · ·	Very Demi Wolfe
SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 HE DAY OF THE 1986.	BORROWER
List S. Synch	
JOTARY PUBLIC	BORROWER
UNOFFICIAL WITNESS	
	BORROWER
(Insert Notary Public Acknowledgment)	

My Commission expires: 8-29-87

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	1. Deed Tax \$
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INSTRUMENT WAS 25	3. Recording Fee 500

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4. Indexi

4. Indexing Fee 100