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ARM CONVERSION

453
MODIFICATION AGREEMENT

CORRECTIVE

THIS AGREEMENT is made and entered into this 24th day of July 19 86, by and between Citicorp Homeowners, Inc. (LENDER) and Bryan N. McGuffey and Margaret G. McGuffey (BORROWER).

WHEREAS, LENDER and BORROWER entered into an adjustable rate mortgage loan (LOAN) on June 24, 19 85, evidenced by an Adjustable Rate Note ("Note") and secured by a Mortgage or Deed of Trust ("Security Instrument") recorded in Book 32, Page 591 of the Official Records of Shelby Parish; 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 July 1, 19 86 (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 of 9.625%.

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 \$ 1202.83 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 July 1, 1986.

2. Conversion Fee

2.1. In consideration of this conversion, and as required by the Addendum, BORROWER agrees to pay LENDER a Conversion Fee of \$ 571.80. 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 interest in, 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.

4. Other Loan Terms

4.1. Except as modified by this AGREEMENT, all other terms and conditions of the Note and Security Instrument shall remain in full force and effect.

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4.2. 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.

THIS IS BEING RE-RECORDED FOR CORRECTIONS IN PARAGRAPH 1.3

THIS IS BEING RE-RECORDED TO ADD BOOK AND PAGE OF ORIGINAL MORTGAGE

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

1986 OCT 14 AM 8:55

Thomas W. Schwardt, Jr.
JUDGE OF PROBATE

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

1986 AUG -7 AM 8:47

Thomas W. Schwardt, Jr.
JUDGE OF PROBATE

Citicorp Homeowners, Inc.

LENDER

By:

Diane E. Riving

BORROWER

BORROWER

BORROWER

(Insert Notary Public Acknowledgment)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, in and for said County in said State, hereby certify that Bryan N. McGuffey and wife Margaret G. McGuffey whose names are signed to the foregoing modification agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the modification agreement have executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 24nd day of July, 1986.

NOTARY PUBLIC

My commission expires:

4-9-87

RECORDING FEES

Recording Fee \$5.00

Index Fee 1.00

TOTAL \$6.00

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

1986 DEC -4 PH 7:51

JUDGE OF PROBATE