

This instrument prepared by: Sandra Robinson

2307

## ADDENDUM TO ADJUSTABLE LOAN RIDER (Fixed - Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER (the "Rider") is made this 19<sup>th</sup> day of May, 1988, and is incorporated into and shall be deemed to amend and supplement the Rider to the Mortgage/Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), each of which bears the same date shown above and is given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note to Jefferson Federal Savings and Loan Association of Birmingham

Assigned from Hall Financial Services, Inc. on July 17, 1984

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

210 Meadowlark Drive, Montevallo, Alabama

(Property Address)

In addition to the provisions contained in the Rider, this addendum may permit the Borrower to convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

### A. OPTION TO CONVERT TO FIXED RATE: CONDITIONS TO OPTION

1. Except as provided in Sections A-2 and A-3 below and notwithstanding anything to the contrary in the Note or the Rider, I may choose to convert my adjustable rate interest payments to fixed rate interest payments as of the first day of April, 1989 or on that day of the same month of each of the following 4 calendar years. Each date as of which I could choose to convert my interest payments is called a "Conversion Date". The last possible Conversion Date is April, 1993.

If I choose to make this conversion, I must give the Lender notice that I am doing so at least 30 days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document, in any form that the Lender may require, changing the terms of the Note as necessary to give effect to the conversion. Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal Home Loan Mortgage Corporation's published required Net Yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect on the date 45 days before the Effective Conversion Date, plus 5/8 of one percent ( .625 %) and rounded up to the next one-eighth of one percent plus any applicable fees which the Federal Home Loan Mortgage Corporation may charge as of the Effective Conversion Date. If such required Net Yield is not available the Lender will determine my new, fixed interest rate by using a comparable figure.

2. If the unpaid principal balance of my loan on the Effective Conversion Date will be greater than the original principal amount of my loan, Lender may require that a qualified real estate appraiser, chosen by the Lender, prepare an appraisal report on the value of the secured property. I will pay the Lender a reasonable fee for this appraisal report. If the unpaid principal balance of my loan on the Effective Conversion Date will be an amount greater than 95% of the value of the property securing my loan, as established by the appraisal report, I will not have the option to convert my adjustable rate interest payments described in Section A-1 above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to that amount.

3. If the unpaid principal balance of my loan on the Effective Conversion Date is greater than the Federal Home Loan Mortgage Corporation maximum loan amount, I will not have the option to convert my adjustable rate interest payments described in Section A-1 above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to the Federal Home Loan Mortgage Corporation maximum loan amount.

### B. DETERMINATION OF NEW PAYMENT AMOUNT

If I choose to convert to a fixed rate of interest as provided in Section A above, the Lender will then determine the amount of my monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Effective Conversion Date in full on the maturity date at my new interest rate in substantially equal payments. The result of the calculation will be the new amount of my monthly payment (the "New Payment Amount").

### C. PAYMENT OF NEW PAYMENT AMOUNT; CONTINUATION OF FIXED RATE

Beginning with my first monthly payment that becomes due after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

### D. PAYMENT OF CONVERSION FEE

For choosing to convert my adjustable interest rate payments to fixed rate payments, as provided above, I will pay the lender a conversion fee equal to 1% percent of the outstanding loan balance, plus a processing fee of two hundred dollars (\$200.00) and all related expenses incurred by lender, including but not limited to any applicable fees charged by the Federal Home Loan Mortgage Corporation, on or before the date of my first monthly payment that becomes due after the Effective Conversion Date.

### E. NOTICE BY LENDER

Before the date of my first monthly payment that becomes due after the Effective Conversion Date, the Lender will mail or deliver to me a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; the amount of the conversion fee if any; and a date (not later than 15 days from the date the lender gives me the notice) by which I must sign and give the Lender a document making the changes to the Note that are necessary to provide the new fixed changes to the Note that are necessary to provide the new fixed interest rate. The notice will include all information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

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F. FAILURE TO CHOOSE CONVERSION

If I do not, at least 30 days before the last possible Conversion Date specified in Section A above, give notice to the Lender that I choose to convert my adjustable rate interest payment to fixed rate interest payment and do the other things that I must do under Section A above, within the applicable times specified in such Section, I will no longer have the right to choose such conversion of interest payments.

IN WITNESS WHEREOF, borrower has executed this Addendum.

Jack R. Langston .....(Seal)  
Jack R. Langston Borrower  
Jenifer C. Langston .....(Seal)  
Jenifer C. Langston Borrower  
.....(Seal)  
Borrower  
(Sign Original Only)

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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Ruth S. Capra, a Notary Public in and for said County, in said State, hereby certify that Jack R. Langston & Jenifer C. Langston whose name(s) 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of May 19 88.

Ruth S. Capra  
Notary Public  
My commission expires 12/4/88

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUN 29 AM 8:12

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

Notary Public

RECORDING FEES

Recording Fee	<u>\$ 5.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>6.00</u>