

**MODIFICATION OF NOTE AND SECURITY INSTRUMENT
ADJUSTABLE RATE TO FIXED RATE**

560

STATE OF ALABAMA

COUNTY OF SHELBY

This Modification of Note and Security Instrument is made and entered into this 2nd day of March, 19 89, by and between Larry Edward Harper and wife, Jeanette M. Harper (hereinafter referred to as "Borrower") and BancBoston Mortgage Corp. as successor by merger to SWD and Co. (hereinafter referred to as "Lender").

WHEREAS, borrower did execute in favor of BancBoston Mortgage Corp. which is organized and existing under the laws of the state of Florida, that certain Adjustable Rate Note, (hereinafter referred to as "Note") in the original principal amount of \$ 48,500.00, which Note was secured by a MORTGAGE (hereinafter referred to as "Security Instrument"), recorded in Official Record Book 9, Page 1A & B, Public Records of Shelby County, Alabama.

WHEREAS, Lender is the owner and holder of the Note and the Security Instrument; and,

WHEREAS, Borrower and Lender desire to modify the Note and Security Instrument to convert said Note and Security Instrument to a fixed rate Note and Security Instrument as hereinafter set forth.

NOW THEREFORE, for and in consideration of Ten and no/100 dollars (\$10.00) Cash, in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The unpaid principal balance is now \$ 47,094.92, with interest thereon from April 1, 19 89.
2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to Eleven &.365 percent (11.365 %) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on April 1, 19 89.
3. The parties hereto do hereby modify the Note and the Security Instrument to change the monthly principal and interest payment to \$ 470.90, which new monthly principal and interest payment shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on the first day, of May, 19 89.
4. All provisions relating to the conditions on transfer of the property are hereby deleted and in lieu thereof, the following provisions are inserted:

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

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

Banc Boston Mtg. Corp.
P.O. Box - 44090
Jacksonville, Fl.

32231-4090

BOOK 234 PAGE 95

5. All other terms and conditions of said Note and Security Instrument shall remain in full force and effect except as otherwise expressly modified herein.
6. This modification of Note and Security Instrument shall bind and inure to the benefit of the parties hereto and their respective heirs, successors permitted assigns.

WITNESS the hand and seal of each of the undersigned as the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BANCOSTON MORTGAGE CORPORATION

Elaine Dooley
Witness

BY:

[Signature]
Vice President

[Signature]
Witness

ATTEST:

Beverly J. Rouse
Assistant Secretary

[Signature]
Witness

Larry Edward Harper
Borrower Larry Edward Harper

[Signature]
Witness

Jeanette M. Harper
Borrower Jeanette M. Harper

STATE OF Alabama)

COUNTY OF Shelby)

I hereby certify that on this day before me, an office duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Larry Edward Harper and Jeanette M. Harper, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 17th day of MARCH, 1989.

Donna R. Caton
Notary Public

My Commission Expires: March 5, 1991

STATE OF FLORIDA)

COUNTY OF Duval)

I hereby certify that on this day before me, an office duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES B. STOKES and BEVERLY J. ROUSE, to me known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of the corporation name therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 29th day of MARCH, 1989.

[Signature]
Notary Public:

My Commission Expires:

My Commission expires
July 14, 1991
Bonded thru Troy Fain Insurance, Inc.

Prepared by:

Elaine Dooley
BancBoston Mortgage Corp.
7301 Baymeadows Way
Jacksonville, FL 32256

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

89 APR 11 AM 8:21

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 2.00

TOTAL 7.00