

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of March, 19 90, between Susan B. Holt Crosby ("Borrower") and Federal National Mortgage Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 22, 1985 and recorded in Book or Liber re-recorded 019 024, at page(s) 97, 624, of the Probate Office Records of Shelby County Alabama bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1353 Whirlaway Circle, Helena, AL 35080 the real property described being set forth as follows:

Lot 82; according to the Survey of Dearing Downs, First Addition as recorded in Map Book 6, page 141 in the probate office of Shelby County, Alabama.

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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. After the March 01, 1990 payment is made, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$ 61,403.33 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 11.00 %, from March 01, 1990. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 601.82, beginning on the First day of April 01, 1990, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 01, 2015 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments to Molton, Allen & Williams Corporation, P.O. Box 10025, Birmingham, Alabama 35202-0025 or at such other place as the Lender may require.

✓ *Molton, Allen*

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

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

4. The Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in Paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or any other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the said MOLTON, ALLEN & WILLIAMS CORPORATION has caused this instrument to be executed and its corporate seal affixed this the 22nd day of March, 19 90.

LENDER

BORROWER

MOLTON, ALLEN & WILLIAMS CORPORATION

By:

Gary L. Forbes
Vice President

Susan B. Crosby
SUSAN B. CROSBY

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Bella Spud, a Notary Public in and for said County in said State, hereby certify that Gary L. Forbes whose name as Vice President of Molton, Allen and Williams Corporation, a corporation organized and existing under the laws of the United States, 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 the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this 22 day of March, 19 90.

Bella Spud
Notary Public, Alabama at Large

My Commission Expires: 6-5-96

State of ~~FLORIDA~~ Alabama
County of Shelby)

Before me personally appeared Susan B. Crosby and ~~his wife~~, to me well known to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 22nd day of March, 1990.

[Signature]
(Notary Public in and for the County and State aforesaid)

My Commission expires: 6-5-93

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

90 APR 11 AM 8:51

[Signature]
JUDGE OF PROBATE

State of)

County of)

1. Deed Tax	---	\$	---
2. Mtg. Tax	---	\$	---
3. Recording Fee	---	\$	7.50
4. Indexing Fee	---	\$	4.00
5. No Tax Fee	---	\$	---
6. Certified Fee	---	\$	1.00
Total	---	\$	12.50

Before me personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal this _____ day of _____, 19____.

(Notary Public in and for the County and State aforesaid)

My Commission expires: _____

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THIS INSTRUMENT PREPARED BY:

[Signature]
MOLTON, ALLEN & WILLIAMS CORPORATION
P.O. Box 10025
Birmingham, AL. 35202-0025