

THIS DOCUMENT MUST BE SIGNED IN BLACK INK

Loan #366827-4

227

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This LOAN MODIFICATION AGREEMENT ("Agreement"), made this 6TH day of JUNE, 1990, between JOSEPH C. LEVIO AND ROXANNE B. MICKWEE, SINGLE INDIVIDUALS ("Borrower") and

EMPIRE OF AMERICA REALTY CREDIT CORP. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MARCH 31, 1989 and recorded in Book or Liber 233, at page(s) 259, of the ~~XXXX~~ *Records of SHELBY COUNTY, ALABAMA *MORTGAGE
[Name of Records] [County and State, or other Jurisdiction]

The Security Instrument described herein was made to EMPIRE OF AMERICA REALTY CREDIT CORP. and assigned to EMPIRE FEDERAL SAVINGS BANK OF AMERICA pursuant to assignment dated JULY 7, 1989 and recorded AUGUST 8, 1989 in County Probate Judge SHELBY COUNTY in Book 250 Page 287 and further assigned by EMPIRE FEDERAL SAVINGS BANK OF AMERICA to EMPIRE OF AMERICA REALTY CREDIT CORP. pursuant to Assignment dated August 31, 1990 and recorded October 18, 1990 in County Probate Judge SHELBY COUNTY in Book 314, Page 833. Empire Federal Savings Bank of America is successor in interest to Empire of America Federal Savings Bank for the Security Instrument described herein. The Resolution Trust Corporation is Conservator for Empire Federal Savings Bank of America pursuant to Office of Thrift Supervision Order No. 90-423. and (2) the Note 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

2522 CHANDAWOOD LANE
PELHAM, ALABAMA 35124

[Property Address]

the real property described being set forth as follows:

LOT 266, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH, SIXTH SECTOR ADDITION, AS RECORDED IN MAP BOOK 7 PAGE 50 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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. As of AUGUST 1ST, 1990 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$44,551.01, consisting of the amounts(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 10.625%, from AUGUST 1ST, 1990. The Borrower promises to make monthly payments of principal and interest of U.S. \$414.44, beginning on the 1ST day of SEPTEMBER, 1990 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 1, 2019 (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 at 100 Seneca Street, Buffalo, New York 14203

or at such other place as the Lender may require.

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 this 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.

LOAN MODIFICATION AGREEMENT -Single Family-Fannie Mae Uniform Instrument Form 3179 2/88

BOOK 327 PAGE 197

Empire
of America
Realty Credit Corp.

Empire Plaza, 100 Seneca Street
Buffalo, NY 14203-2033

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 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.

EMPIRE OF AMERICA REALTY CREDIT CORP. (Seal)
- Lender

By: Richard F Piatko (Seal)
Administrative Vice President
- Lender

- Witness

- Witness

Joseph C. Levio (Seal)
JOSEPH C. LEVIO - Borrower

Roxanne B. Mickwee (Seal)
ROXANNE B. MICKWEE - Borrower

(Seal)
- Witness

(Seal)
- Witness

[Space Below This Line For Acknowledgments]

ACKNOWLEDGMENT (BORROWER)

STATE OF ALABAMA)
COUNTY OF Shelby) SS.:

On this 11th day of JUNE, 1990, before me personally came JOSEPH C. LEVIO AND ROXANNE B. MICKWEE to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and 2 duly acknowledged to me that 2 executed the same.

My Commission expires 5-11-93.

Virginia Beasley
Notary Public
(Seal, Stamp and Expiration)

ACKNOWLEDGMENT (LENDER)

STATE OF NEW YORK
COUNTY OF ERIE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JAN 28 PM 2:38
JUDGE OF PROBATE

Witness

1. Deed Tax	—
2. Mtg. Tax	—
3. Recording Fee	—
4. Indexing Fee	—
5. No Tax Fee	—
6. Certified Fee	—
Total	—

On this 8th day of January, 1991, before me personally came Richard F Piatko to me known and known to me duly sworn, did depose and state that he resides at 39 Meadowdale Lane, West Seneca, New York 14224; that he is the Administrative Vice President of Empire of America Realty Credit Corp. the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Rames A. T. ...
Notary Public

RENEWAL
Notary Public, State of New York
Qualified in February 1991
My Commission Expires November 30, 1991

LOAN 366827-4

DRAFTED BY: Barbara Lentsch

#11627

WHEN RECORDED, RETURN TO:

EMPIRE OF AMERICA REALTY CREDIT CORP.
ARM DEPT. 3RD FLOOR
100 ... STREET