

264

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

Mortgage No. 178165-2

STATE OF Alabama

COUNTY OF Shelby

This Modification of Note and Security Instrument is made and entered into this 12th day of October, 1990, by and between William E. III & Belinda G. McGracken (hereinafter referred to as "Borrower") and BancBoston Mortgage Corporation as successor by merger to Mortgage Corporation of the South (hereinafter referred to as "Lender").

WHEREAS, borrower did execute in favor of BancBoston Mortgage Corporation 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 \$ 91,000.00, which Note was secured by a Mortgage in Official Record Book 0440, Page 111, 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 hereby agree as follows:

1. The unpaid principal balance is now \$ 87,779.47, with interest thereon from November 1, 1990.
2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to ten & .795 percent (10.795%) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on November 1, 1990.
3. The parties hereto do hereby modify the Note and the Security Instrument to change the monthly principal and interest payment to \$ 847.36, which new monthly principal and interest shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on December 1, 1990.

All provisions relating to the conditions of 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."

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, and permitted assigns.

BOOK 341 PAGE 270

RECORD AND RETURN TO:

LARA E. WELSON

BANCOSTON MORTGAGE CORPORATION

P. O. BOX 44090

JACKSONVILLE, FLORIDA 32231

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

Beluz Watson
Witness

Margaret G. Peters
Margaret G. Peters
Senior Vice President
BancBoston Mortgage Corporation

Thomas G. Ginniff
Witness

Grace L. Penn
Grace L. Penn
Assistant Secretary
BancBoston Mortgage Corporation

Andie Sturck
Witness

William E. McCracken III
William E. McCracken III
Borrower

Suzanne G. Holland
Witness

Belinda G. McCracken
Belinda G. McCracken
Borrower

X STATE OF Alabama)
X COUNTY OF Jefferson)

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ed McCracken 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 30th day of Oct, 1990.

Rec 5.00
Jud 3.00
Cert 1.00
9.00

I CERTIFY THIS INSTRUMENT WAS FILED

Notary Public

My commission expires:

91 MAY -3 AM 10:10

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Margaret G. Peters and Grace L. Penn to me known as Senior Vice President and Assistant Secretary, respectively of the corporation named 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 21st day of January, 1991.

Prepared By:

BARBARA K. WILSON

BANCOSTON MORTGAGE CORPORATION
P. O. BOX 44090
JACKSONVILLE, FLORIDA 32231

Notary Public

My commission expires: 7/27/93

Mortgage No. 178165-2

Lot 14, according to the Survey of Meadowbrook, 14th Sector, as recorded in Map Book 9, Page 82, in the Probate Office of Shelby County, Alabama.

BOOK 341 PAGE 271

RECORD AND RETURN TO:

BARBARA K. WILSON

BANCOSTON MORTGAGE CORPORATION

P. O. BOX 44090

JACKSONVILLE, FLORIDA 32231