

3398

Eleanor M. Allen

This instrument prepared by:

RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR
JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION, F.A.
215 NORTH 21ST STREET
BIRMINGHAM, ALABAMA 35203-3771

MODIFICATION AGREEMENT

THE STATE OF Alabama)
Shelby) COUNTY)

ACCOUNT # 12-45000024
PMI CERTIFICATE # n/a

This Agreement made and entered into on this 7th day of May, 1991, by and between Thomas J. Porter and wife, Brenda Porter

(hereinafter referred to as "Borrower"), and RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION, F.A., a federally chartered savings and loan association (hereinafter called JEFFERSON FEDERAL).

W I T N E S S E T H

WHEREAS, Thomas J. Porter and wife, Brenda Porter

did on, to-wit: the 23rd day of May, 1990, execute to JEFFERSON FEDERAL a mortgage covering certain real property located and situated in Shelby County, Alabama, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 294, Page 143, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by n/a

executed on the n/a day of n/a, 19n/a, which said Assumption Agreement is recorded on the n/a day of n/a, 19n/a, in the Office of the Judge of Probate of n/a County, n/a, in Real Volume n/a, Page n/a, and

WHEREAS, the original principal balance due on the indebtedness secured by said mortgage in the principal sum of \$ 157,000.00; and

WHEREAS, Borrower is desirous of converting said note and mortgage from an adjustable to a fixed rate mortgage loan.

NOW, THEREFORE, in consideration of the premises and other value consideration in hand paid by the parties hereto to each other, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. That the present principal balance of the indebtedness securing said mortgage is in the amount of \$ 155,552.67.

2. The Borrower agrees to pay said present principal balance of \$ 155,552.67 in accordance with the following loan plan of JEFFERSON FEDERAL:

Borrower shall pay to JEFFERSON FEDERAL the balance due on said note and mortgage with interest rate of TEN percent (10.00 %) per annum payable in equal monthly principal and interest installments of \$ 1372.72, with the first such monthly installment being due and payable on the first day of July, 1991, and on the first day of each successive month thereafter to and including the first day of June, 2020, on which said latter date the entire unpaid balance of principal together with all accrued interest shall be due and payable unless sooner paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid balance of principal, and the remainder of said installments shall be applied to the reduction of principal.

3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the date herein above first written.

Thomas J. Porter (SEAL)

Borrower
Thomas J. Porter

Brenda Porter (SEAL)

Borrower [sign original only]
Brenda Porter

THE STATE OF Alabama
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THOMAS J. PORTER and BRENDA PORTER, whose names as Borrowers 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 7th day of JUNE, 1991.

Alan P. Atkins

NOTARY PUBLIC

My commission expires 8/27/93

RESOLUTION TRUST CORPORATION AS
CONSERVATOR FOR JEFFERSON FEDERAL
SAVINGS AND LOAN ASSOCIATION, F.A.

BY: Hylott L. Armstrong, Jr.
Hylott L. Armstrong, Jr.
ITS: Managing Agent for RTC

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUN 17 AM 11:54

THE STATE OF ALABAMA
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hylott L. Armstrong, Jr., who as attorney in fact for RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION, F. A., 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 the instrument, he as such person, and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and seal of office this 13 day of June, 1991.

Elmer M. Allen

NOTARY PUBLIC

My commission expires 1-1-94

1 D. and T. 5.00
2 5.00
3 5.00
4 5.00
5 1.00
6 9.00