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

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STATE	$\mathbf{OF}$	_Alahama

COUNTY OF Shelby

This Modification of Note and Security Instrument is made and entered into this <u>28th</u> day of <u>June</u>, 1991, by and between Thomas E. Borton and wife, Mary K. Rorton Mortgage Corporation XEE referred to as "Borrower") and BancBoston Mortgage Corporation XEE EXHIBITION OF THE PROPERTY OF

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 \$92,650.00, which Note was secured by a Mortgage in Official Record Book 076, Page 966, 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 \$ 87 983 71 with interest thereon from July 1 , 19 91.
- 2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to Ten & .145 percent (10.145 %) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on July 1 , 1991.
- The parties hereto do hereby modify the Note and the Security Instrument to change the monthly principal and interest payment to \$ 808.52 , 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 August 1 , 1991.
- 4. 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.

RECORD AND RETURN TO:

BANCEOSTON MORTGAGE CORPORATION
P. O. BOX 44090
JON OLVILLE, FLORIDA 32231

Prepared by: //ac/9.2000k

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WITNESS the hand and seal of each and year first above written.	ch of the undersigned as the day
March Dhenoude	
Witness / Witness	Thomas E. Borton (Borrower)
Voirdy Hernander	Mary (Borrower)
Witness	Mary K. Borton
Witness	(Borrower)
Witness	(Borrower)
STATE OF Alaborna )	
COUNTY OF Shelby )	
take acknowledgments, personally and who executed the foregoing acknowledged before me that they	day before me, an officer duly d and in the County aforesaid to appeared ThemasE. Extraction and in to be the persons described in ing instrument, and severally executed the same.
witness my hand and official seaforesaid this day of	al in the County and State last
	Bullen
	Notary Public My commission expires:
	My tomassion expense to the T. 1993
	1 742
Witness Mitness	Vice President BancBoston Mortgage Corporation
	Tanya A. Mayne
Bulan Alekon	- Clus
Witness	Assistant Secretary BancBoston Mortgage Corporation Grace Penn
STATE OF FLORIDA )	
COUNTY OF DUVAL )	
I hereby certify that on this authorized in the State and	IN COUNTY AIGHOUSE
acknowledgments, personally ap	or Wice President and Assistant
severally acknowledged belove such officers in the same and or	I Dewarr or gare and benefit
Witness my hand and official a aforesaid this day of	seal in the County and State last
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91 JUL 25 AH 10: 27	Prepared by:
Mortgage No. 19919 LATE OF FREEATE	■ Note that the second
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	RECORD AND RETURN TO:

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BANCBOSTON MORTGAGE CORPORATION P. O. BOX 44090

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