

777

rec'd
5-13-91
rec'd
5-24-91
rec'd
5-24-91

1358

[Space Above This Line For Recording Data]

227222

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of MAY 1991 between David Pearson, an unmarried man ("Borrower") and AmSouth Mortgage Company, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 12, 1989 and recorded in Book or Liber 239 at page(s) 344-347 of the Mortgage Records of Shelby, Alabama [County and State, or other Jurisdiction] 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 4672 Lake Valley Drive, Birmingham, Alabama 35244 [Property Address]

the real property described being set forth as follows:

Lot 60-A according to the Map of Southlake Townhomes, First addition, as recorded in Map Book 13, Page 32, in the Probate office of 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 June 30, 1991, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 77,869.62, 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 10.000% from June 30, 1991. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 691.45, beginning on the 1st day of July, 1991, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 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 P.O. Box 847, Birmingham, AL 35201 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.

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.

Am South Mtg
P.O. Box 847
B'ham, AL 35201-0847

BOOK 368 PAGE 157

BOOK 343 PAGE 716

BOOK 349 PAGE 682

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.

(Seal)
-Lender

X David Pearson (Seal)
-Borrower

By: Jan Turley
Assistant Vice President

(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

This document was prepared by:
Kellie Owens
P.O. Box 847
Birmingham, AL 35201

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

Rec 5.00
Jud 3.00
Ent 1.00
9.00

91 JUN 21 PM 2:11

JUDGE OF PROBATE
NO T. COLLECTED

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

91 MAY 20 AM 9:08

JUDGE OF PROBATE

1. Dead Tax	
2. Adm. Tax	5.00
3. Rec. Fee	3.00
4. Ind. Fee	1.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	10.00

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN SAID STATE, HEREBY CERTIFY THAT JAN TURLEY, WHOSE NAME AS ASSISTANT VICE PRESIDENT OF AMSOUTH MORTGAGE COMPANY, INC., A CORPORATION, IS SIGNED TO THE FOREGOING CONVEYANCE, IS KNOWN TO ME, AND ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT, BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, JUNE 04, 1991.

Karen Carlson
NOTARY PUBLIC MY COMMISSION EXPIRES MAY 23, 1994

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

91 OCT 11 AM 2:04

JUDGE OF PROBATE

1. Dead Tax	
2. Adm. Tax	
3. Recording Fee	3.00
4. Ind. Fee	3.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	9.00