

MODIFICATION OF NOTE AND SECURITY INSTRUMENT
ADJUSTABLE PAYMENT TO FIXED RATE

STATE OF ALABAMA

COUNTY OF SHELBY

This Modification of Note and Security Instrument is made and entered into this 5TH day of AUGUST, 1991, by and between BJARNE R. KRISTENSEN, AN UNMARRIED MAN (hereinafter referred to as "Borrower") and ALLIANCE MORTGAGE COMPANY (hereinafter referred to as "Lender.")

WHEREAS, Borrower did execute in favor of ALLIANCE MORTGAGE COMPANY, that certain Adjustable Rate Note, (hereinafter referred to as "Note") in the original principal amount of \$ 67,050.00, which note was secured by a MORTGAGE (hereinafter referred to as "Security Instrument"), recorded in Book 147, Page 54, Office of JUDGE OF PROBATE, SHELBY COUNTY and,

WHEREAS, Borrower and Lender desire to modify the note and Security Instruments 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 considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The unpaid principal balance is now \$65,202.01, with interest thereon from SEPTEMBER 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 AND 045/1000 percent (10.045 %) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on SEPTEMBER 1, 19 91.
3. The parties hereto do hereby modify the Note and Security Instrument to change the principal and interest payment to \$ 589.54, which new principal and interest payment shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on the first day of OCTOBER, 19 91.
4. All provisions relating to the conditions on 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."

THIS INSTRUMENT PREPARED BY:


ALLIANCE MORTGAGE COMPANY
4500 SALISBURY ROAD
JACKSONVILLE, FLORIDA 32216

BOOK 379 PAGE 576

5. All other terms and conditions of said Note and Security Instruments shall remain in full force and effort except as otherwise expressly modified herein.
6. This Modification of Note and Security Instrument shall bind and insure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

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

Kelly Bone
(Witness)

Boarne R. Kristensen
(Borrower)

(Borrower)

STATE OF Alabama

COUNTY OF Shelby

Before me personally appeared BOARNE R. KRISTENSEN to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purpose therein expressed.

WITNESS my hand and official seal, this 6th day of December A.D., 1991.

Linda C. Burnett
Notary Public

My Commission expires: 3-4-94

BY: [Signature]
Vice President

ATTEST: [Signature]
Asst. Secretary

Witness: [Signature]

Signed, Sealed and delivered in the presence of:

[Signature]
Notary Public
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 17, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED:
91 DEC 27 AM 8:12
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	9.00