

Loan #: 101881-1

705

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of December, 19 91, between John L. Spiker and Rozlyn O. Spiker ("Borrower") and First Alabama Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 30, 1989 and recorded in Book or Liber 245, at page(s) 501, of the Public Mortgage Records of Shelby County, Alabama, 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 3432 Chippenham Circle, Birmingham, Alabama 35242

the real property described being set forth as follows:

Lot 109, according to the Survey of Brook Highland, 3rd Sector, as recorded in Map Book 12, Page 64 A & B, as recorded 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):

- As of February 1, 1992, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 174,751.80, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 9.375 of %, from January 1, 19 92. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1478.63, beginning on the 1st day of February, 19 92, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 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 Real Estate Financing or at such other place as the Lender may require.

- If all or any part of the Property or any interest in it is sold or transferred (or 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.

- 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:
 - 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
 - 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.

Real Estate Fin.

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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.
6. This Modification of Note and Security Instrument shall bind 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.

Nancy H. Pearson
Witness

John L. Spiker (SEAL)
(Borrower)

Rozlyn O. Spiker (SEAL)
(Borrower)

STATE OF ALABAMA)

COUNTY OF Jefferson)

On this 19th day of December, 19 91, before by appeared John L. Spiker + Rozlyn O. Spiker, to me personally known to be

the person(s) described in and who executed the foregoing instrument as Borrower(s) and acknowledged that they executed the same as their free act and deed.

My Commission Expires:
4/19/95

Shannon E. Winslow
(Notary Public)

IN WITNESS WHEREOF, the said _____ has caused this instrument to be executed, in its name and behalf, by _____, its duly authorized Attorney-in-Fact, and its corporate seal affixed, this _____ the day of _____, 19 _____.

This instrument was prepared by
Dawne A. Mullins
as an employee of
REAL ESTATE FINANCING, INC.
605 South Perry Street
Montgomery, Alabama 36104

First Alabama Bank
by _____, as
its duly authorized Attorney-in-Fact,

BY: W. Warren Lassiter, III
W. Warren Lassiter, III
ATTEST: Vanilda Rucher
Witness the execution hereof by

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

92 JAN 16 PM 12:13

STATE OF ALABAMA)
JUDGE OF PROBATE
COUNTY OF MONTGOMERY)

through its duly authorized
Attorney-In-Fact, whose appointment
was published in Book No. _____
on Page No. _____

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

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Warren Lassiter, III and _____ whose names as Sr. Corp. Loan Officer (Sr. and Vice President) respectively, of _____, acting as Attorney-in-Fact for _____ are signed to the foregoing Instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to me as such officers and with full authority, executed the same voluntarily for and as the act of _____, acting in its capacity as Attorney-in-Fact for _____

Given under my hand and seal of office, this 8th day of January, 19 92.

Deborah L. Lohr
Notary Public
My Commission Expires: 12/03/93

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