

This instrument prepared by:

Anita Fortenberry

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
Jefferson COUNTY)

ACCOUNT # 00-45-043050
PMI CERTIFICATE # N/A

This Agreement made and entered into on this 5th day of March, 1992, by and between June B. Pyburn and husband, Ralph R. Pyburn

(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).

WITNESSETH

WHEREAS, Joe N. Moseley, Charles H. Stephens and Stewart Puzzell, Jr.

did or, to-wit:

the 16th day of November, 1983, 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 439, Page 478, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by June B. Pyburn

executed on the 22nd day of May, 1990, which said Assumption Agreement is recorded on the 15th day of June, 1990, in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 296, Page 59, and

WHEREAS, the original principal balance due on the indebtedness secured by said mortgage in the principal sum of \$ 210,275.00; 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 \$ 108,839.35.

2. The Borrower agrees to pay said present principal balance of \$ 108,839.35 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 Nine And One Half percent (9.50 %) per annum payable in equal monthly principal and interest installments of \$ 1,081.57, with the first such monthly installment being due and payable on the 1st day of March, 1992, and on the first day of each successive month thereafter to and including the first day of December, 2008, 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.

June B. Pyburn (SEAL)
Borrower June B. Pyburn
Ralph R. Pyburn (SEAL)
Borrower [sign original only]

THE STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that June B. Pyburn and Ralph R. Pyburn, 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 5th day of March, 1992.

Antia A. Fortenberry
NOTARY PUBLIC NOTARY PUBLIC STATE OF ALABAMA
My commission expires MY COMMISSION EXPIRES JULY 25, 1992
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

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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 5th day of March, 1992.

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

92 MAR 20 PM 12:39

William H. Armstrong
JUDGE OF PROBATE

Antia A. Fortenberry
NOTARY PUBLIC NOTARY PUBLIC STATE OF ALABAMA
My commission expires MY COMMISSION EXPIRES JULY 25, 1992

1. Deed Tax _____
2. Mig. Tax _____
3. Recording Fee 5.00
4. Indexing Fee 3.00
5. No Tax Fee _____
6. Certified Fee 1.00
Total 9.00