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THIS MODIFICATION OF MORTGAGE made and entered into this 1st day of April, 1992 by and between David L. Hock and Patricia Ann Hock ("Borrower") of 5362 Harvest Ridge Lane, Birmingham, Alabama 35243, and NEW SOUTH FEDERAL SAVINGS BANK, a federally chartered savings bank, ("Lender") of 2000 Crestwood Boulevard, Jefferson County, Birmingham, Alabama 35210.

WITNESSETH

WHEREAS, David L. Hock and Patricia Ann Hock were mortgagors in that certain Mortgage, dated September 12, 1988 and recorded in Real Property Book 205, Page 391, Shelby County, Alabama, Probate Court and under which instrument Collateral Mortgage, Ltd. was the Mortgagee, which Mortgage has been assigned to New South Federal Savings Bank by Assignment of Mortgage dated October 5, 1988 and recorded in Real Property 210, Page 274 which Mortgage secured a debt in the original principal sum of \$109,350.00 by lien against certain property located in Shelby County, Alabama and more particularly described as follows:

Lot 73, according to the Survey of Meadow Brook, 12th Sector, as recorded in Map Book 9, Page 27, in the Probate Office of Shelby County, Alabama.

WHEREAS, the said Mortgage ("Mortgage") secured an adjustable rate obligation which the Borrower desires to convert to a fixed rate loan and the Lender is willing to permit such conversion, all on the terms hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual promises of the parties, the benefit to the Borrower, the payments hereinafter provided and other good and valuable consideration, the receipt and sufficiency of all of which is acknowledged by all parties hereto, the parties agree as follows:

1. Effective April 1, 1992, interest will be charged on the unpaid principal balance at the yearly rate of 8.25%. To effectuate this change, paragraphs 2 and 3 of the Adjustable Rate Note ("Note") are modified and as modified shall provide as follows:

Cambridge

2. Interest will be charged on unpaid principal until the amount of principal has been paid. I will pay interest at a yearly rate of 8.25%. The interest rate I pay will not change.

3(A) I will pay principal and interest by making payments every month.

I will make my monthly payments including interest at the rate of 8.25% on the first day of each month beginning on May 1, 1992. I will make these payments every month until I have paid all the principal and interest and any other charges described in the Note. My monthly payments will be applied to interest before principal. If on October 1, 2018 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at Collateral Mortgage, Ltd., Birmingham, Alabama, or at a different place if required by the Note Holder.

(B) Each of my monthly payments will be in the amount of \$826.08. The amount will not change.

(C) (deleted)

2. It is the intent of the parties that the rate of interest charged on this obligation is a fixed rate effective April 1, 1992. Accordingly, paragraph 4 of the Note is hereby deleted in its entirety. Further, the Adjustable Rate Rider ("Rider") is no longer applicable and the Mortgage is modified to delete the provisions of the Rider.

3. The terms and provisions of the Note and the Mortgage shall remain in full force and effect except only as specifically modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Patricia Ann Hock and
Patricia A. Hock are one
and the same person.

David L. Hock
David L. Hock

Patricia A. Hock
Patricia A. Hock

NEW SOUTH FEDERAL SAVINGS BANK

By: Etta M. Gannaway
Etta M. Gannaway

Attest: Pam Bishop
Pam Bishop

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this 1st day of April, 1992, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that David L. Hock and wife, Patricia A. Hock, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the contents of the instrument they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this the 1st day of April, 1992.

My commission expires:

2-5-95

Margaret M. Lee
NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this 6th day of April, 1992, I, the undersigned, a Notary Public in and for said county and in said state, do hereby certify that Etta M. Gannaway and Pam Bishop whose names as Assistant Vice President and Assistant Secretary, respectively, of New South Federal Savings Bank, a federally chartered savings bank, 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 said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said New South Federal Savings Bank on the day the same bears date.

Given under my hand and seal of office this 6th day of April, 1992.

My commission expires: 4/3/95

Nozel M. Bryant
NOTARY PUBLIC

This instrument prepared by: S. Kent Stewart
Stewart & Associates, P.C.
3800 Colonnade Parkway, Suite 650
Birmingham, Alabama 35223

04/23/1992-5605
12:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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