Loan No: 607615
Return this document to:
Kim Cetnar
Alliance Mortgage Company
4500 Salisbury Road
Jacksonville, FL 32216

Inst # 1992-17412

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25 day of June, 1992, between George S. and Irene Chiotakis ("Borrower") and United Savings Association of Texas, FSB ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 23, 1982 and recorded in Book or Liber 426* , at page(s) 86, of the Official [Name of Records] Records of Shelby County, 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 3207 Garden Walk, Birmingham, Alabama 35243 [Property Address], the real property described being set forth as follows:

Lot 2, in Block 5, according to the Survey of Sunny Meadows, as recorded in Map Book 8, page 18, A, B, & C in the Probate Office of Shelby County, Alabama.

*Rerecorded on March 9, 1983 in Book #428, at page 99.

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 July 1, 1992 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $81,039.80, 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 9.125%, from June 1, 1992. The Borrower promises to make monthly payments of principal and interest of U.S. $728.37, beginning on the 1st day of July, 1992, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2013 (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 4500 Salisbury Road, Jacksonville, FL 32216 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.

Alliance Mtg Co.

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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the laws of the United States applicable to the transactions referred to herein.

7. This agreement and the documents referred to herein represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements among the parties.

IN WITNESS WHEREOF, Borrower(s) and Lender have executed the foregoing Loan Modification Agreement the day and year as indicated.

Signed, sealed and delivered in the presence of:

Jan Burrell (Witness) — George S. Chiotakis (Borrower)

Jan Burrell (Witness) — X Irene Chiotakis (Borrower)

Signed, sealed and delivered in the presence of:

Mamie Daniel (Witness)

Penny Butler (Witness)

ALLIANCE MORTGAGE COMPANY

By: Mark R. Wnuk

Mark R. Wnuk, Asst. Vice President

Attest: Kimberly Cetnar

Kimberly Cetnar, Asst. Secretary

(Corporate Seal)

ACKNOWLEDGMENT FOR BORROWER(S):

STATE OF Alabama

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 27 day of July, 1992 by George S. Chiotakis and wife Irene Chiotakis, who is/are (personally known to me) (or who has/have produced) Driver's License (as identification) and who (did/did not) take an oath.

Kimberly A Murdock-Melton

Signature of Notary

Name of Notary: Kimberly A. Murdock Melton

Commission Expiration Date: 3-5-95

Inst # 1992-17412

(Notary Seal)

08/18/1992-17412
02:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00

ACKNOWLEDGMENT FOR LENDER:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of August, 1992 by Mark R. Wnuk and Kimberly Cetnar as Asst. Vice President and Asst. Secretary who are (personally known to me) ~~(or who have produced)~~ ~~(as identification)~~ and who ~~(did~~/did not) take an oath.

Jaclyn E. Roberts

Signature of Notary

Name of Notary: Jaclyn E. Roberts

Commission Expiration Date NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires 10/13/92
Bonded by Transamerica Insurance Co.
(Notary Seal)