

MODIFICATION OF NOTE AND SECURITY INSTRUMENT  
ADJUSTABLE PAYMENT TO FIXED RATE

Mortgage No. 439345-1

STATE OF Alabama

COUNTY OF Shelby

This Modification of Note and Security Instrument is made and entered into this 16th day of July, 1992, by and between Billy Wayne Cooke and wife, Debbie W. Cooke (hereinafter referred to as "Borrower") and BancBoston Mortgage Corporation as successor by merger to Stockton, Whatley, Davin & Co. (hereinafter referred to as "Lender").

WHEREAS, borrower did execute in favor of Lender which is organized and existing under the laws of the State of Florida, that certain Adjustable Rate Note, (hereinafter referred to as "Note") in the original principal amount of \$ 143,000.00, which Note was secured by a Mortgage in Official Record Book 144, Page 460, Public Records of Shelby County, Alabama.

WHEREAS, Lender is the owner and holder of the Note and the Security Instrument, and,

WHEREAS, Borrower and Lender desire to modify the Note and Security Instrument 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 consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The unpaid principal balance is now \$ 137,112.77, with interest thereon from August 1, 1992.
2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to Eight & .875 percent (8.875 %) per annum, which new interest rate shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on August 1, 1992.
3. The parties hereto do hereby modify the Note and the Security Instrument to change the monthly principal and interest payment to \$ 1,138.93, which new monthly principal and interest shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on September 1, 1992.
4. All provisions relating to the conditions of 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."
5. All other terms and conditions of said Note and Security Instrument shall remain in full force and effect except as otherwise expressly modified herein.
6. This Modification of Note and Security Instrument shall bind and inure 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.

Witness signature: HELEN COLLINS  
Witness printed name: Helen Collins

Billy Wayne Cooke (Borrower)  
Address: 3032 Brookhill Dr.  
Birmingham, AL 35213

Witness signature: Sandra Beasley Inst # 1992-17556  
Witness printed name: SANDRA BEASLEY

Debbie W. Cooke (Borrower)  
Address: 3032 Brookhill Dr.  
Birmingham, AL 35213

STATE OF Alabama  
COUNTY OF Hotchkiss

09850/1992-17556  
AM CERTIFIED

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Billy Wayne Cooke and Debbie W. Cooke, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 24th day of July, 1992

Notary Public Signature: Judith D. Bartlett  
Printed Name: Judith D. Bartlett  
My Commission expires: MY COMMISSION EXPIRES FEB. 4, 1995

Jo Shrewsberry  
Witness Jo Shrewsberry  
Robyn Watson  
Witness Robyn Watson

Kevin C. Murphy  
Vice President Kevin C. Murphy  
Heidi M. Gillespie  
Assistant Secretary Heidi Gillespie

STATE OF FLORIDA  
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin C. Murphy and Heidi Gillespie, to me known as Vice President and Assistant Secretary, respectively of the corporation named therein, and severally acknowledged before me under oath that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 17th day of August, 1992  
David E. Norris

Notary Public  
My commission expires: David E. Norris

Prepared by: Barbara Wilson, BancBoston Mortgage Corporation  
7301 Baymeadows Way, Jacksonville, FL 32256  
BARBARA K. WILSON  
BANCOSTON MORTGAGE CORPORATION  
P. O. BOX 44090  
JACKSONVILLE, FLORIDA 32231

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: June 26, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.