

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**AMENDMENT TO MORTGAGE
AND OTHER LOAN DOCUMENTS**

(this "Agreement")

Mortgagors: William E. Poole and wife, Frances Jean Poole

Mortgage Recording Information:
Book 290, Page 515

THIS Agreement, made and entered into as of the 25th day of June, 1992, by and between **WILLIAM E. POOLE AND WIFE, FRANCES JEAN POOLE** (the "Mortgagors"), and **RESOLUTION TRUST CORPORATION AS RECEIVER FOR JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION, F.A.** (the "Mortgagee").

R E C I T A L S:

WHEREAS, the Mortgagors executed a certain Home Equity Line of Credit Agreement (the "Note") in favor of Jefferson Federal Savings and Loan Association of Birmingham (the "Old Association"), in the original maximum amount of THIRTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (U.S. \$38,900.00) dated May 4, 1990;

WHEREAS, the Note is secured by a certain mortgage of even date therewith executed by the Mortgagors in favor of the Old Association and recorded in Book 290, Page 515 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage") covering the following described property (the "Property"):

The real property described in Exhibit "A" which is attached hereto and incorporated herein as if set out in full and expressly made a part hereof by reference;

WHEREAS, by Order No: 91-138, dated March 7, 1991, the Office of Thrift Supervision ("OTS") appointed Resolution Trust Corporation ("RTC") as receiver for the Old Association and approved the issuance of a charter for Jefferson Federal Savings and Loan Association, F.A. (the "New Association");

WHEREAS, as of March 8, 1991, RTC as receiver of the Old Association entered into a Purchase and Assumption Agreement with the New Association whereby assets of the Old Association were transferred to the New Association;

WHEREAS, by Order No: 91-138, OTS appointed RTC as conservator for the New Association and by Order No: ATL-92-22, OTS replaced RTC as conservator with RTC as receiver for the New Association;

WHEREAS, the Mortgagee is the holder of the Note and Mortgage (together with all other documents evidencing or relating thereto, the "Loan Documents");

WHEREAS, the Mortgagors have requested that their indebtedness be restructured to amortize the indebtedness outstanding under the Note over a term of 182 months at a rate of nine and one-quarter percent per annum.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed among the parties as follows:

1. Conditions Precedent. The Mortgagee's agreement to the restructuring of the indebtedness evidenced by the Note is subject to the terms of this Agreement and the satisfaction of the following conditions precedent:

(a) the Mortgagee shall receive reimbursement for recording fees and taxes;

(b) the Mortgagee shall receive this Agreement and a replacement note (the "Replacement Note") executed by the Mortgagors in form and substance acceptable to Mortgagee;

(c) the Mortgagee shall receive a certificate of insurance evidencing that the Property is insured as required by the Mortgage; and

(d) the Mortgagee shall receive such other documentation and assurance as it shall reasonably require.

2. Terms of the Replacement Note. The amount of the principal under the Replacement Note shall be \$36,693.93. Interest on the outstanding balance will accrue at the rate of 9.25 % per annum. Commencing with July 1, 1992, and continuing on the first day of each month thereafter through and including the first day of July, 2007, the Mortgagors shall pay monthly installments of \$375.73. All remaining indebtedness, if not sooner paid, shall be due and payable on the first day of August, 2007.

3. Amendment to Mortgage. The Mortgage is hereby amended to provide that repayment of the Mortgage is secured by the Replacement Note, and the maturity date of the Mortgage is extended to July 1, 2007.

4. Termination of Line of Credit. The terms of the Note are hereby amended and superseded by the Replacement Note and any right to have additional monies advanced under the Note is hereby terminated.

5. Late Charges. Nothing contained herein or done pursuant hereto shall constitute a waiver of the Mortgagee's right to collect late charges.

6. Enforceability. The Mortgagors acknowledge that the Mortgage is a second valid lien or encumbrance against the Property, subject only to that certain Mortgage in favor of the Mortgagee recorded at Book 379, Page 437, and re-recorded at Book 381, Page 899, in the probate records of Shelby County, Alabama. The Mortgagors further acknowledge that the Replacement Note and the Loan Documents, as herein amended, are enforceable in accordance with their respective terms.

7. No Impairment of Lien. The Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained or done in pursuance hereof, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage or other Loan Documents, or the priority thereof over other liens, charges, encumbrances, or conveyances, or except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable hereunder or on account of the Note and/or Mortgage and/or other Loan Documents. Nothing herein contained or done in pursuance hereof shall affect or be construed to affect the lien, charge or encumbrance of any other security or interest, if any, held by the Mortgagee as additional security for or evidence of the Note and the Mortgagors warrant that such security constitutes a valid and second lien against the collateral covered by the Loan Documents.

8. Effect. Except as modified by this Agreement, all of the conditions, obligations, agreements and stipulations made in the Mortgage and other Loan Documents shall remain in full force and effect in all matters and respects.

9. Estoppel and Release. The Mortgagors acknowledge that any moneys required to be disbursed pursuant to the Loan Documents have been fully disbursed and the Mortgagee is under no obligation to make any further disbursements. The Mortgagors acknowledge and agree that the Mortgagee has fully complied with all its obligations under the Note and the Loan Documents. The Mortgagors hereby acknowledge and represent to the Mortgagee that there are no defenses, setoffs or counterclaims with respect to the obligations evidenced by the Replacement Note and the Loan Documents through and including the date of this Agreement. The Mortgagors acknowledge that this Agreement sets forth the entire agreement of the parties with respect to the transactions contemplated herein. The Mortgagors hereby now and finally release, acquit and discharge the Mortgagee, Resolution Trust Corporation as Receiver for Jefferson Federal Savings and Loan Association of Birmingham and Resolution Trust Corporation in its corporate capacity, their officers, directors, shareholders, employees, servants, successors and assigns, and each and all of them, of and from any and all liability, including all claims, demands, damages, actions, causes of action, or suits of whatsoever kind or nature, arising out of, or connected, directly or indirectly or relating to the loan evidenced by the Note or Replacement Note which accrue through the date of this Agreement.

10. Counterparts and Further Assurances. This Agreement may be executed in counterparts, all of which taken together shall be deemed an original. The Mortgagors agree to execute such other documents or take such further actions as Mortgagee shall request to effectuate the transactions contemplated herein.

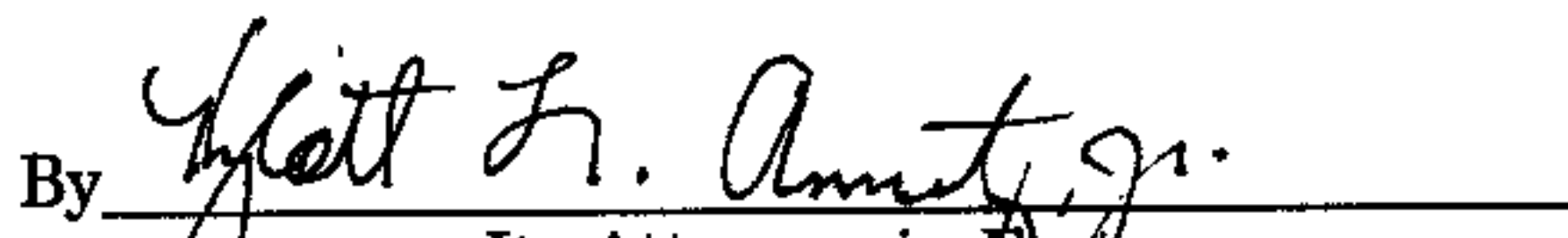
11. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including without limitation, the holder or owner of the Replacement Note. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein. All section, paragraph, subparagraph or other headings, captions or titles contained in this Agreement are for reference purposes only, and this Agreement shall be construed without reference to said headings, captions or titles. Whenever used, the singular number shall include the plural and the plural the singular. The failure of any party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement or any of the Loan Documents, or to exercise or fail to exercise any option or right contained herein or in any of the Loan Documents, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by any party of this Agreement with knowledge of the breach of any term or condition shall not be deemed a waiver of such breach, and no waiver by any party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party. No enforcement of any remedy shall constitute an election of remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.


William E. Poole


Frances Jean Poole

RESOLUTION TRUST CORPORATION
AS RECEIVER FOR JEFFERSON
FEDERAL SAVINGS AND LOAN
ASSOCIATION, F.A.

By 
Its Attorney in Fact

STATE OF FLORIDA)
 :
SEMINOLE COUNTY)

The foregoing instrument was acknowledged before me this August 11, 1992 by WILLIAM E. POOLE who is personally known to me or who has produced an identification and who did take an oath.

GIVEN under my hand and seal, this 11th day of August, 1992.

[NOTARIAL SEAL]



OFFICIAL SEAL
MAUREEN C. MUSIAL
My Commission Expires
June 25, 1996
Comm. No. CC 211975

Maureen C. Musial

Notary Public

My Commission Expires: June 25, 1996

STATE OF FLORIDA)
 :
SEMINOLE COUNTY)

The foregoing instrument was acknowledged before me this August 11, 1992 by FRANCES JEAN POOLE who is personally known to me or who has produced an identification and who did take an oath.

GIVEN under my hand and seal, this 11th day of August, 1992.

[NOTARIAL SEAL]



OFFICIAL SEAL
MAUREEN C. MUSIAL
My Commission Expires
June 25, 1996
Comm. No. CC 211975

Maureen C. Musial

Notary Public

My Commission Expires: June 25, 1996

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me, this AUGUST 26, 1992 by HYLOTT L. ARMSTRONG, JR. as attorney in fact, who is personally known to me or who has produced identification and who did take an oath on behalf of RESOLUTION TRUST CORPORATION AS RECEIVED FOR JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION, F.A., a federal corporation organized and existing under the laws of the United States of America.

GIVEN under my hand and official seal, this 26th day of August 1992.

[NOTARIAL SEAL]

Betty H. Graham
Notary Public

My Commission Expires: Oct 30, 1995

This instrument prepared by:
Gwen L. Windle
Haskell Slaughter Young & Johnston,
Professional Association
800 AmSouth-Sonat Tower
1900 Fifth Avenue North
Birmingham, Alabama 35203

Inst # 1992-18360

08/28/1992-18360
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCD 19.00