

MMC Number 8900002446
FNMA Number 1653553217

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of August, 1992, between James W. Burroughs and Karen S. Burroughs ("Borrower") and Midland Mortgage Co., ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 30, 1987 and recorded in Book or Liber 143 at page(s) 507, of the Court Clerk, Records of Shelby, 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 139 Mallard Pointe Dr. Pelham, Alabama 35124 (Property Address), the real property described being set forth as follows:

As described in said mortgage

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 October 1, 1992, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is projected to be U.S. \$107515.81, 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 8.505% from September 1, 1992. The Borrower promises to make monthly payments of principal and interest of U. S. \$866.95 beginning on the 1st day of October, 1992, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2017 (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 P.O. Box 99621 Oklahoma City, Oklahoma 73199-0621, 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. 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 provision are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

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(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.

5. Nothing in the 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 specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

(Seal) Midland Mortgage Co.
Lender

(Seal) James W. Burroughs
Borrower James W. Burroughs

BY: Mark A. Barnes
Assistant Vice President

(Seal) Karen S. Burroughs
Borrower Karen S. Burroughs

-----[Space Below This Line for Acknowledgements]-----

State of Alabama)
County of Jefferson) ss

I hereby certify that on this day before me an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared James W. Burroughs and Karen S. Burroughs, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this day of 10th Day of August, 1992.
Bessie Hagden McCain
Notary Public

My Commission Expires: 4/6/94 MY COMMISSION EXPIRES APRIL 6, 1994. 1992-27940

State of Oklahoma)
County of Oklahoma) ss

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On this 13th day of August, A.D. 1992, before me, a Notary Public, in and for said county, personally appeared Mark A. Barnes, to me personally know, who being by me duly sworn did say that they are the Asst. Vice President, of Midland Mortgage Co., an Oklahoma corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the corporation by authority of its board of directors and that they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, excuted for the uses and purposes set forth.

In testimony whereof, I have hereunto set my hand and official seal this 13th day of August, 1992.

(SEAL)

Kelly C. Caldwell
Notary Public

My Commission Expires:

January 29, 1996

Record & Return to Midland Mortgage Co.
3232 West Reno
Oklahoma City, Ok 73107
Attn: Inventory Control