

MODIFICATION OF NOTE AND SECURITY INSTRUMENT
ADJUSTABLE PAYMENT TO FIXED RATE

STATE OF ALABAMACOUNTY OF SHELBY

This Modification of Note and Security Instrument is made and entered into this 4TH day of NOVEMBER, 1992, by and between THOMAS H. COFFEY AND WIFE, JANET E. COFFEY, (hereinafter referred to as "Borrower") and ALLIANCE MORTGAGE COMPANY (hereinafter referred to as "Lender.")

WHEREAS, Borrower did execute in favor of ALLIANCE MORTGAGE COMPANY, that certain Adjustable Rate Note, (hereinafter referred to as "Note") in the original principal amount of \$ 70,000.00, which note was secured by a MORTGAGE, (hereinafter referred to as "Security Instrument"), recorded in Book 189, Page 809-812, Office of JUDGE OF PROBATE SHELBY COUNTY and,

WHEREAS, Borrower and Lender desire to modify the note and Security Instruments 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 considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The unpaid principal balance is now \$ 67,237.77, with interest thereon from JANUARY 1, 1993.
2. The parties hereto do hereby modify the Note and Security Instrument to change the interest rate as set forth therein to EIGHT AND 875/1000 percent (8.875 %) per annum, which new interest rate shall remain fixed for the remainder of the loan term with such change to become effective on JANUARY 1, 1993.
3. The parties hereto do hereby modify the Note and Security Instrument to change the principal and interest payment to \$ 555.55, which new principal and interest payment shall remain fixed for the remainder of the loan term with the first payment at such new amount commencing on the first day of FEBRUARY, 1993.
4. All provisions relating to the conditions on 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."

RETURN TO:

THIS INSTRUMENT PREPARED BY:

Camela Rogers
 ALLIANCE MORTGAGE COMPANY
 4500 SALISBURY ROAD
 JACKSONVILLE, FLORIDA 32216

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5. All other terms and conditions of said Note and Security Instruments shall remain in full force and effort except as otherwise expressly modified herein.
6. This Modification of Note and Security Instrument shall bind and insure 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.

Laurie Lucas
(Witness)

Laurie Lucas
(WITNESS)

STATE OF ALABAMA

COUNTY OF SHELBY

Thomas Coffey
(Borrower) Thomas H. Coffey

Janet E. Coffey
(Borrower) Janet E. Coffey

Before me personally appeared THOMAS H. & JANET E. COFFEY to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that THEY executed said instrument for the purpose therein expressed.

WITNESS my hand and official seal, this 12th day of November A.D., 1992.

Jon Ellen Nil
Notary Public

My Commission expires: Nov 15, 1992

BY: [Signature]
Vice President A.R. Shoemaker

ATTEST: Tricia Thrift
Asst. Secretary Tricia Thrift

Witness: Sarah Dillard
Sarah Dillard

Signed, Sealed and delivered
in the presence of:

M. KATHREEN SMITH
Notary Public, State of Florida
My comm. expires July 23, 1995
Comm. No. CC 129837

[Signature]
Notary Public
State of Florida



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