

loan # 1871834

[Space Above This Line For Recording Data]

Post # 1993-07163

03/16/1993-07163
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DGS HCD 11.50

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this first day of March, 1993, between

GARY G. CRUMPTON and CHERI H. CRUMPTON

("Borrower") and

SOUTHTRUST MORTGAGE CORPORATION

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated DECEMBER 30, 1988 and recorded in Book or Liber 220, at page(s) 883-886, of the PROBATE Records of SHELBY COUNTY, ALABAMA,

[Name of Records]

[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

3570 SADDLE CREEK DRIVE, BIRMINGHAM, ALABAMA 35242

[Property Address]

the real property described being set forth as follows:

Schedule "A" attached

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 March 1, 1993, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 48,362.81, 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 SEVEN 7.00 %, from March 1, 1993, 19 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 531.77, beginning on the FIRST day of APRIL, 19 93, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2004 (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 532040, Birmingham, AL 35253-2040 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.
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 and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

SOUTHTRUST MORTGAGE CORPORATION (Seal)

-Lender

By:

LEE HIGGINBOTHAM
VICE PRESIDENT

Gary G. Crumpton (Seal)
-Borrower

Cheri H. Crumpton (Seal)
-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Space Below This Line For Acknowledgments]

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Patricia Latham Harris, in and for said County, in said State, hereby certify that Lee Higginbotham, whose name as Vice President of SouthTrust Mortgage Corporation is signed to the foregoing instrument, and who is known to me, acknowledges before me on this day, that being informed of the contents of this instrument, she, as such officer, with full authority, executed same voluntarily for and as the act of such corporation.

GIVEN under my hand and official seal this the 1st day of March, 1993.

Patricia Latham Harris

Patricia Latham Harris

Notary Public

My commission expires: 7/24/93

STATE OF Alabama

COUNTY OF Jefferson

I, Bobbie Jean Rowell, in and for said County, in said State, hereby certify that Gary G. Crumpton and Cheri H. Crumpton personally appeared before me and who is personally known to me to be the person(s) who acknowledged execution of the foregoing instrument.

Bobbie Jean Rowell

Notary Public

My commission expires: My Commission Expires March 18, 1996

SCHEDULE "A"

The NE 1/4 of the NW 1/4 of the NE 1/4 of Section 22, Township 18 South Range 1 West, being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 22, Thence North 87 degrees 29 minutes 55 seconds East along the South line of said quarter quarter section 660.86 feet to the southeast corner of said quarter quarter section; thence North 1 degree 55 minutes 52 seconds west along the east line of said quarter quarter section 666.51 feet to the Southwest corner of the NE 1/4 of the NW 1/4 of the NE 1/4 of said Section and the point of beginning; thence continue along previously described course and the West line of said quarter quarter section 666.51 feet to the Northwest corner of said quarter quarter section thence North 87 degrees 32 minutes 06 seconds east along the North line of said Section 659.44 feet to the Northeast corner of said quarter quarter section; thence south 1 degrees 59 minutes 31 seconds east along the east line of said quarter quarter section 666.29 feet to the Southeast corner of said quarter quarter section thence South 87 degrees 31 minutes 00 seconds west along the south line of said quarter quarter section 660.15 feet to the point of beginning. Being situated in Shelby County, Alabama.

Inst # 1993-07163

03/16/1993-07163
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50