

Inst # 1994-34436

11/18/1994-34436
11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

[Space Above This Line For Recording Data] 335706-8

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6th day of July, 19 93, between William J. Henry and Wife, Catherine B. Henry ("Borrower") and Secor Bank, Federal Savings Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 21, 1988 and recorded in Book or Liber 196, at page(s) 108, of the Public Mortgage Records of Shelby County, Alabama, 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 2438 Mahaska Drive Birmingham, Alabama 35244-2241,

the real property described being set forth as follows:

Lot 2, Block 3, according to Indian Valley, Fourth Sector, as recorded in Map Book 5, Page 99, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama. Mineral and Mining rights excepted

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 August 1, 1993, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 81,650.25, 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 7.875 of %, from July 1, 1993. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 622.05, beginning on the 1st day of August, 19 93, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2018 (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 Secor Bank, Federal Savings Bank 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 a beneficial interest in the Property 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.

6. This Modification of Note and Security Instrument shall bind 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.

[Signature]
WITNESS
[Signature]
WITNESS

[Signature] (SEAL)
WILLIAM J. HENRY (Borrower)
[Signature] (SEAL)
CATHERINE B. HENRY (Borrower)

STATE OF Alabama)

COUNTY OF Shelby)

On this 1st day of November, 19 94, before me appeared, to me personally known to be

the person(s) described in and who executed the foregoing instrument as Borrower(s) and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 11-16-94

[Signature]
(Notary Public)

IN WITNESS WHEREOF, the said SECOR BANK, F.S.B. has caused this instrument to be executed, in its name and behalf, by STANLEY E. WEIR, its duly authorized Attorney-in-Fact, and its corporate seal affixed, this 9TH the day of NOVEMBER, 19 94.

This instrument was prepared by BRENDA WILLIAMS as an employee of REAL ESTATE FINANCING, INC. 605 South Perry Street Montgomery, Alabama 36104

SECOR BANK, FEDERAL SAVINGS BANK
by STANLEY E. WEIR, as its duly authorized Attorney-in-Fact, SENIOR VICE PRESIDENT

BY: [Signature]
STANLEY E. WEIR

ATTEST: [Signature]
Witness the execution hereof by CINDY RASCO, ASST. CORPORATE SECRETARY

through its duly authorized Attorney-In-Fact, whose appointment was published in Book 1994-34706 of Page No. 119 **AM CERTIFIED** SHELBY COUNTY JUDGE OF PROBATE. 002 MCD 11.00

STATE OF ALABAMA)
JEFFERSON)
COUNTY OF XXXXXXXXXXXX)
MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stanley E. Weir and CINDY RASCO whose names as Sr. Vice President and ASST. CORPORATE SECRETARY respectively, of SECOR BANK, F.S.B., acting as Attorney-in-Fact for SAME are signed to the foregoing Instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to me as such officers and with full authority, executed the same voluntarily for and as the act of SAME, acting in its capacity as Attorney-in-Fact for SAME.

Given under my hand and seal of office, this 9TH day of NOVEMBER, 19 94.

[Signature]
Notary Public JANET L. HAMPTON
My Commission Expires: 11/23/97