

MODIFICATION AGREEMENT IS BEING RE-RECORDED TO
REFLECT ZIP CODE AND DATE IN PARAGRAPH 2

Inst # 1994-36179

94-538 m

----- (Space Above this Line for Recording Data) -----

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

12/09/1994-36179
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13.50

2955351
This Loan Modification Agreement ("Agreement") made this 23rd day of November 19 94 between David S. Harkey and Janet H. Harkey, Husband and Wife ("Borrower") and SouthTrust Mortgage Corporation ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated March 31 1994 and recorded at Instrument 1994-12100 of the Official Records of Shelby County, Alabama (County and State of Jurisdiction)

12/11/1994-09470
10:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13.50

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 3625 Tall Timber Drive, Birmingham, Alabama 35242 the (Property Address)

real property described being set forth as follows:

LOT 5, according to the Survey of Southern Pines, 6th Sector, as recorded in Map Book 9, Page 107, in the Probate Office of Shelby County, Alabama.

City and State of closing on Note is amended to Birmingham, Alabama.

Paragraph 21 of Mortgage is corrected to Shelby County.

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 November 23, 1994 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 100,000.00 consisting of the amount(s) loaned 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 6.375 % (the "initial rate of interest") from December 1, 19 94. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 623.87 beginning on the first day of January, 19 95, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2024 (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 understands and agrees that the initial rate of interest may change on the first day of December, 19 95, and on that day every 12th month thereafter on the "change date" as such term is defined in the Note and Security Instrument.

Inst # 1995-09470

The Borrower will make such payment at SouthTrust Mortgage Corporation, P. O. Box 11407, Birmingham, Alabama 35256-0021 or at such other place as the Lender may require.

The Borrower understands the interest rate will not be greater than 8.375 % or less 4.375 %. The Borrower understands that the interest rate will never be greater than 12.375 %.

3. The Borrower also will comply with all 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 Borrower is obligated to make under the Security Instrument, including:
- (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.
4. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in the Note, Security Instrument and/or Rider and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, Security Instrument and/or Rider, which are not inconsistent herewith.
5. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

David S. Harkey Borrower
David S. Harkey
Janet H. Harkey Borrower
Janet H. Harkey

ATTEST

SOUTHTRUST MORTGAGE CORPORATION

BY: Charlie Lou Jayne
Charlie Lou Jayne
Mortgage Operations Officer

BY: Flora J. Waide
Flora J. Waide
Vice-President

(Space Below this Line for Acknowledgements)

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 29 day of November

19 94, by David S. Harkey and wife, Janet H. Harkey who produced Drivers License

[Signature] as identification (who is personally known to me) and who

did (did not) take an oath.

SEAL

[Signature]
Notary

Printed Name of Notary

Serial Number, if any

MY COMMISSION EXPIRES OCTOBER 27, 1997

Commission Expiration Date

Inst # 1994-36179

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before this 23rd day of November

1994, by FLORA J. WAID, VICE President of [Signature] Mortgage Corporation, a CORPORATION, on its behalf. He/she is personally know to me and did take an oath.

15-09470 Inst # 1995-09470
SEAL

[Signature]
Notary

Sara Joyce Armstrong

Printed Name of Notary

Serial Number, if any

MY COMMISSION EXPIRES: Jan. 13, 1997.
SHOULD BE NOTARY PUBLIC UNDERWRITTEN

Commission Expiration date

1995-09470 04/12/1995-09470
M CERTIFIED 11:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
MODIFICATION AGREEMENT-SINGLE FAMILY
PROBATE 003 MCD