

_____(Space Above this Line for Recording Data)_____

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 11th day of December, 1995 between Ned P. Walters, Jr. and Tena L. Walters Husband and Wife ("Borrower") and SOUTHTRUST MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 14, 1995 and recorded in Instrument # 1995-16697, at pages(s) _____ of the _____ Judge of 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 39 Forest Ridge Circle, Chelsea, AL 35043
(Property Address)

the real property described being set forth as follows:

Lot 10, according to the Survey of Chelsea Estates, as recorded in Map Book 5, Page 61, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described herein, conveyed to mortgagor(s) simultaneously herewith.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note of Security Instrument):

1. As of December 11, 1995, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 114,400.00 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 7.625%, from December 11, 1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 809.72 beginning on the 1st day of February, 1996 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2026 (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 SOUTHTRUST MORTGAGE CORPORATION P.O. Box 11407, Birmingham, AL 35246-0021 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 the 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 the 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 the Security Instrument without further notice or demand or 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 Security Instrument.

- (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.

Witness: _____

Ned P. Walters, Jr. (Seal)
Ned P. Walters, Jr. Borrower

Witness: _____

Tena L. Walters (Seal)
Tena L. Walters Borrower

(Seal)
Borrower

(Seal)
Borrower

SouthTrust Mortgage Corporation

By: Kay B. Handley
KAY B. HANDLEY (Name)

Its: ASSISTANT SECRETARY
(Title)

Inst # 1995-36880

STATE OF ALABAMA

COUNTY OF JEFFERSON

12/27/1995-36880
12:41 PM CERTIFIED

The foregoing instrument was acknowledged before me this 11th day of December, 1995, by Ned P. Walters, Jr. and Tena L. Walters as Husband and Wife, who produced identification (who is personally known to me) and who did (did not) take an oath.

SEAL

William H. Halbrooks
Notary

William H. Halbrooks
Printed Name of Notary

Serial Number, if any

4/21/96

Commission Expiration Date

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th day of December, 1995, by Kay B. Handley, Assistant Secretary of SouthTrust Mortgage Corporation, on its behalf. He/she is personally known to me and did take an oath.

SEAL

Sara Joyce Armstrong
Notary

SARA JOYCE ARMSTRONG
Printed Name of Notary

Serial Number, if any
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Jan. 13, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
Commission Expiration Date

Inst # 1995-36880
12/27/1995-36880

12:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE