

Inst # 1996-03139

01/31/1996-03139

08:28 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MCD 567.90

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**ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 30TH day of JANUARY, 19 96, by and between THOMAS C. STRONG and KIM H. STRONG, HUSBAND AND WIFE hereinafter called "MORTGAGOR" and SOUTHTRUST MORTGAGE CORPORATION, hereinafter called "MORTGAGEE".

**RECITALS:**

A. MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated APRIL 27, 1995 made by the MORTGAGOR to MORTGAGEE, recorded in INST # 1995-11341 Public Records of SHELBY County, State of ALABAMA securing a debt evidenced by a Note (NOTE) dated APRIL 27, 1994, in the original amount of \$ 369,600.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. MORTGAGOR, the owner in fee simple of all of the property subject to the Security Instrument, has requested MORTGAGEE to modify Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of \$ 10.00, each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of the NOTE is \$ 369,600.00 and the interest has been paid to FEBRUARY 1, 1996.

2. The terms and provisions of the NOTE are amended and modified in accordance with the terms and provisions which provide:

See Adjustable Rate Note attached hereto as Exhibit "A", which is incorporated into this modification as though written herein.

3. The terms and provisions of the Security Instrument and/or the Rider are amended and modified in accordance with the terms and provisions which provide:

The Mortgage is also amended to require the full debt, if not paid earlier, be due and payable on FEBRUARY 1, 2026.  
All other terms and conditions remain unchanged.

4. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in the Note, Security Instrument and/or Rider(s) 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 the day and year first above written.

Thomas C. Strong

THOMAS C. STRONG

Mortgagor

Kim H. Strong

KIM H. STRONG

Mortgagor

ATTEST

By

Debbie Roberson  
DEBBIE ROBERSON

SOUTHTRUST MORTGAGE CORPORATION

By

Kay B. Handley  
KAY B. HANDLEY

ASSISTANT SECRETARY

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

On this 30TH day of JANUARY, 19 96, I, the undersigned Notary Public in and for said State, hereby certify that THOMAS C. STRONG and KIM H. STRONG, HUSBAND AND WIFE, whose name(s) are signed to the foregoing conveyance and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the same bears date.

Given under my hand and seal of office this 30th day of January 19 96.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.

My commission expires: MY COMMISSION EXPIRES: Sept. 30, 1997.  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

Shirley W. Mitchell

Notary Public

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that DEBBIE ROBERTSON, CLOSING SUPERVISOR, and KAY B. HANDLEY as ASSISTANT SECRETARY of SouthTrust Mortgage Corporation, is signed to the foregoing conveyance and who is know to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed same voluntarily for and as the act of said corporation.

Given under my hand and seal, \_\_\_\_\_

Sara Joyce Armstrong  
Notary Public

SARA JOYCE ARMSTRONG

Printed name of Notary

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan. 31, 1997  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

Commission Expiration Date

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