

Please Record and Return To:
SouthTrust Mortgage Corp.
Post Office Box 532060
Birmingham, AL 35253-2060
Attn: Robin Tubbs

STMC Loan #2624750

(Space Above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 17 day of January, 19 96 Kenneth E. Smith ("Borrower") and SouthTrust Bank of Georgia ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 29, 1993 and recorded in Book or Liber Public, at pages(s) Inst. # 1993-03237 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

170 Sequoia Street, Montevallo, AL 35115
(Property Address)

the real property described being set forth as follows: Lot 4, according to the First Addition to Indian highlands, as recorded in Map Book 5, Page 6 in the Probate Office of Shelby County, Alabama.

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 January 17, 1996 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. 63,989.64 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 8.00 from February 1st, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. 482.66 beginning on the 1st day of March, 1996 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2023 (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 157080, St. Pete, FL 33733 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 to 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

Inst # 1996-10237

Loan Modification Agreement-Single Family-FNMA UNIFORM INSTRUMENT

FORM 3179 1/89
03/29/1996-10237
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

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(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.

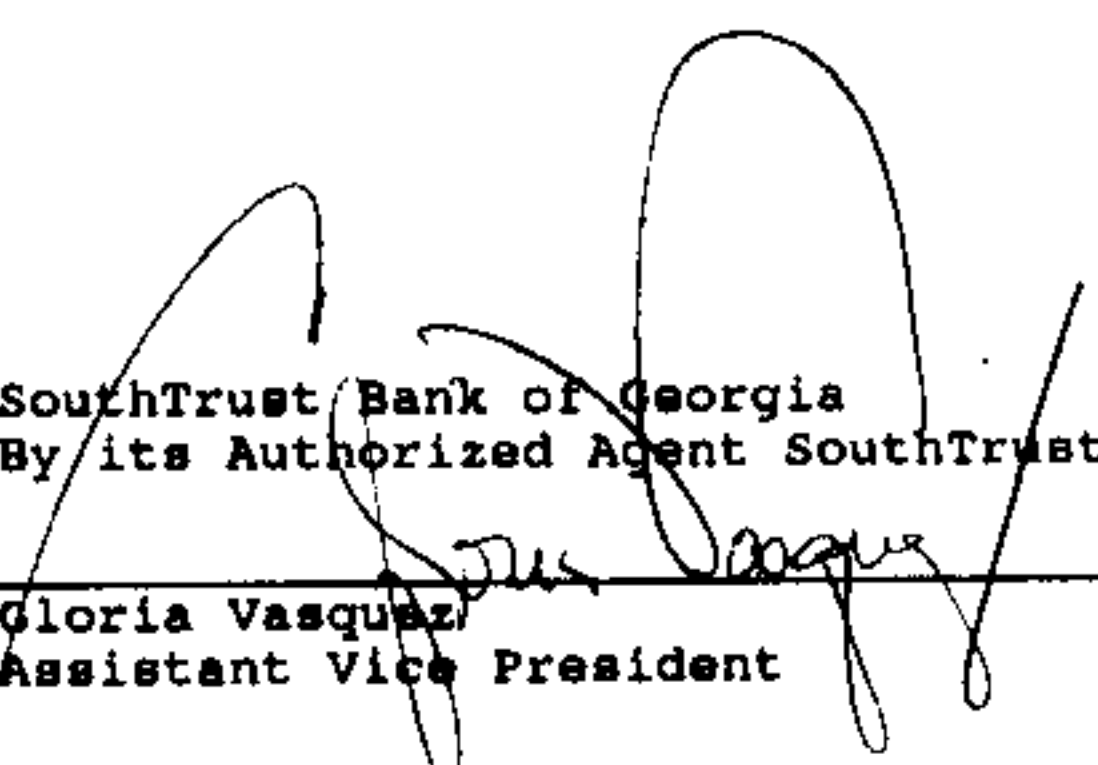
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness: _____


Kenneth E. Smith

Witness: _____

SouthTrust Bank of Georgia
By its Authorized Agent SouthTrust Mortgage Corporation


Gloria Vasquez
Assistant Vice President

(Space Below the Line for Acknowledgments)

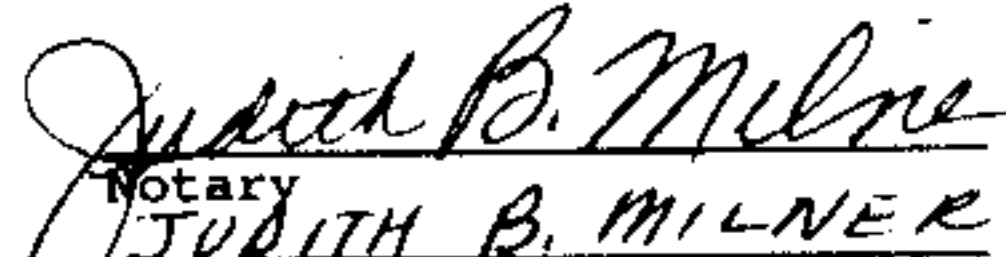
STATE OF Alabama

COUNTY OF Shelby

The foregoing instrument was acknowledged before me, this 30th day of January, 1996, by Kenneth E. Smith

who produced _____ as
identification (who is personally known to me) and who did (did not) take an
oath.

Seal

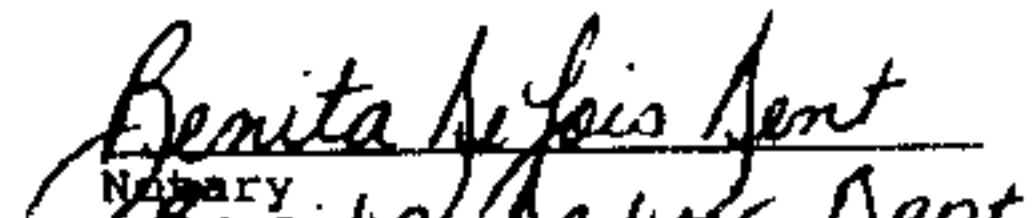

Notary
JUDITH B. MILNER
Printed Name of Notary
6/15/96
Commission Expiration Date

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this _____ day of _____, 19____, by Gloria Vasquez,
of SouthTrust Mortgage Corporation, its Assistant Vice President,
on its behalf. He/she is personally known to me and did take an oath.

Seal


Notary
Benita DeLois Dent
Printed Name of Notary

Commission Expiration Date

My Commission Expires June 26, 1996

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Loan Modification Agreement-Single Family-FNMA UNIFORM INSTRUMENT

FORM 3179 2/88

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