

Document prepared by and return to:
Joel Isenberg, Esq.
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
Birmingham, Alabama 35203

Inst # 1996-21305

07/02/1996-21305
11:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MEL 463.50

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STATE OF ALABAMA
COUNTY OF SHELBY

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this 28TH day of JUNE, 19 96, by and between JACK E. KEMPGENS and BARBARA A. KEMPGENS, 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 MMAY 24, 1995 made by the MORTGAGOR to MORTGAGEE, recorded in 1995-13925 rerecorded in 1995-17086 Public Records of SHELBY County, State of ALABAMA securing a debt evidenced by a Note (NOTE) dated MAY 24, 1995, in the original amount of \$ 300,000.00, 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 \$ 300,000.00 and the interest has been paid to JULY 1, 1996.

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

The property address is: 1157 GREYSTONE CREST, BIRMINGHAM, AL 35242.
Principal and interest of said Note shall be payable in consecutive monthly installment to be TWO THOUSAND NINETY SEVEN AND NO/100THS-----
-----Dollars(\$ 2,097.65) due on the first
day of each month beginning AUGUST 1, 1996.
Such monthly installments shall change in accordance with Sections
4(A), (B), (C), (D) and (E) inclusive of said Adjustable Rate Note dated
MAY 24, 1995 until the entire indebtedness evidenced by this Note
is fully paid except that any remaining indebtedness if not sooner paid
shall be due and payable on JULY 1, 2026.

3. Nothing herein invalidates or shall impair or release any covenants, 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.

4. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

5. 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.

Jack E. Kempgens
JACK E. KEMPGENS Mortgagor
Barbara A. Kempgens
BARBARA A. KEMPGENS Mortgagor

ATTEST

By *Debbie Roberson*
Debbie Roberson

SOUTHTRUST MORTGAGE CORPORATION

By *Kay B. Handley*
Kay B. Handley Assistant Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

On this 28TH day of JUNE, 1996, I, the undersigned Notary Public in and for said State, hereby certify that JACK E. KEMPGENS and BARBARA A. KEMPGENS, 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 28TH day of JUNE 1996.

My commission expires: 10/10/98

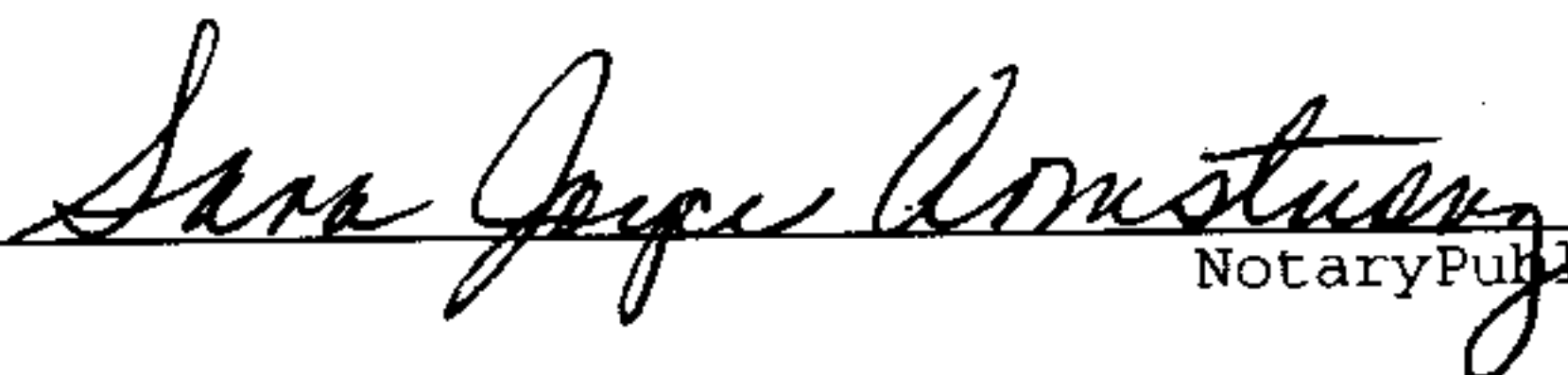
Rosemary A. Gilmore
Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that DEBBIE ROBERSON, ASSISTANT VICE-PRESIDENT and KAY B. HANDLEY, ASSISTANT SECRETARY of SouthTrust Mortgage Corporation, whose names are signed to the foregoing conveyance and whom are known 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, JUNE 28, 1996.


Notary Public

SARA JOYCE ARMSTRONG

Printed name of Notary

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 23, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Serial Number, if any

Commission Expiration Date

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