

PLEASE RECORD & RETURN TO:

TAMMY MC CALL

FLEET MORTGAGE GROUP

POST OFFICE BOX 100537, 324 W EVANS STREET

FLORENCE SC 29501-0537

ATTN: SPECIAL LOANS

PREPARED BY: TAMMY MCCALL

Inst # 1996-24705

FFC# 138706

FNMA# 1010196221

07/31/1996-24705

10:19 AM CERTIFIED

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002 SMA 12.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16TH day of APRIL, 1996, between MICHAEL A. LOGSDON AND JULIA G. LOGSDON ("Borrower") and FLEET NATIONAL BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated APRIL 29, 1991 and recorded in Book or Liber 342, at page(s) 256, of the PUBLIC Records of SHELBY COUNTY, ALABAMA 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 5026 CAMERON ROAD, BIRMINGHAM, AL 35242

the real property described being set forth as follows:

LOT 3, IN BLOCK 2, ACCORDING TO THE SURVEY OF KERRY DOWNS, DIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 5, PAGE 135 AND 136, 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 JUNE 1, 1996, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 131,924.18, 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 8.500%, from JUNE 1, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1062.29, beginning on the FIRST day of JULY, 1996, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2021 (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 324 W. EVANS STREET, FLORENCE, SC 29501 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 this 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 this 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 this Security Instrument without further notice or demand on 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
- (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.

FLEET NATIONAL BANK (Seal)
-Lender

MICHAEL A. LOGSDON (Seal)
-Borrower

By: Jacqueline A. Sadler
JACQUILINE A. SADLER
MORTGAGE OFFICER

Julia G. Logsdon (Seal)
JULIA G. LOGSDON
-Borrower

[Space Below This Line For Acknowledgments]

STATE OF Alabama)
COUNTY OF Shelby)

MORTGAGORS NOTARIZATION

On 4-16-96, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the above named (Mortgagor): MICHAEL A. LOGSDON AND JULIA G. LOGSDON and acknowledged the foregoing instrument to be his/her/their free act and deed.

SEAL

Guthrie C. Jones
NOTARY PUBLIC
My Commission Expires: 4-4-2000

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

LENDERS NOTARIZATION

On APRIL 17, 1996, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JACQUILINE A. SADLER as MORTGAGE OFFICER of FLEET NATIONAL BANK and she acknowledged that the foregoing instrument was executed for the purposes therein expressed.

SEAL

Sharon T. Haselden
SHARON T. HASELDEN
NOTARY PUBLIC
My Commission Expires:
My Commission Expires October 25, 2003

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SHELBY COUNTY JUDGE OF PROBATE
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