

Union State Bank
2267 Pelham Parkway
Pelham, AL 35124

Inst # 1997-09973

04/01/1997-09973
02:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

Inst # 1997-09973

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of March 1997, between Jill Johnson Saenz and Spouse Ronnie G. Saenz ("Borrower") and Union State Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 11, 1996 and recorded in Book or Liber Inst. # 1996-34316, at pages(s) of the 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 424 Poplar Ridge Lane, Alabaster, Alabama [Property Address]

the real property described being set forth as follows:

Jill V. Johnson and Jill Johnson Saenz are one in the same. Lot 72, according to the Survey of Forrest Hills, 2nd Sector, as recorded in Map Book 21, Page 50 A & B, in the Probate Office of Shelby County, Alabama; being situated in 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 March 27, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 100,000.00, 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 7.875 %, from March 27, 1997. The Borrower promises to make monthly payment of principal and interest of U.S. \$ 725.07, beginning on the 1st day of May, 1997, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on April 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the

LOAN MODIFICATION AGREEMENT -- Single Family -- Fannie Mae Uniform Instrument

Form 3179 2/88

ITEM 4884L1 (9310)

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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 2267 Pelham Parkway, Pelham, AL 35124



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.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Loan Modification Agreement.

<div>04/01/1997-09973 02:35 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 MCD 12.00</div>	Inst # 1997-09973	(Seal)	By:  Jill Johnson Saenz	(Seal)
		- Lender		
		(Seal)	 Ronnie G. Saenz	(Seal)
		- Borrower		- Borrower
		(Seal)		(Seal)
		- Borrower		- Borrower
		(Seal)		(Seal)
		- Borrower		- Borrower

[Space Below This Line For Acknowledgments]

STATE OF ALABAMA

SHELBY COUNTY SS:

On this 27th day of March, 1997 I Susan A. Waits, Notary Public in and for said county and in said state, hereby certify that Jill Johnson Saenz* and Spouse, Ronnie G. Saenz, whose names 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 day the same bears date.

Given my hand and seal of the office this 27th day of March, 1997.

ITEM 4884L2 (9310)



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES 03/27/2000
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