

Inst # 1997-28679

09/08/1997-28679  
09:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002' MEL... 12.00

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**ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT**

THIS LOAN MODIFICATION AGREEMENT, made this 2ND day of SEPTEMBER, 19 97, by and between JOSEPH R. KACMARYNSKI AND EILEEN T. KACMARYNSKI, 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 JANUARY 27, 1997 made by the MORTGAGOR to MORTGAGEE, recorded in Book 1997, Page(s) 03268 Public Records of SHELBY, County, State of ALABAMA securing a debt evidenced by a NOTE dated JANUARY 27, 1997, in the original amount of \$ 240,000.00, 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 promises and agreements exchanged, the parties hereto agree as following, notwithstanding anything to the contrary contained in the Note, Security Instrument or any Rider thereto."

1. As of this date the unpaid principal balance of the NOTE is \$ 240,000.00 and the interest has been paid to OCTOBER 1, 1997.

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

Principal and interest of said Note shall be payable in consecutive monthly intallments to be ONE THOUSAND SIX HUNDRED EIGHTY EIGHT AND 37/100'S Dollars (\$ 1,688.37) due on the first day of each month beginning NOVEMBER 1, 1997.  
If on FEBRUARY 1, 2027 (the "Maturity Date") I still owe amounts under this Note, I will pay those amounts in full on that date.

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. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and/or Rider(s), including, but not limited to the payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

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.

Joseph R. Kacmarynski  
JOSEPH R. KACMARYNSKI

Mortgagor

Eileen T. Kacmarynski  
EILEEN T. KACMARYNSKI

Mortgagor

Witness:

Joann Duffel  
JOANN DUFFEL

Witness:

Lora Sellers  
LORA SELLERS

SOUTHTRUST MORTGAGE CORPORATION

By:

Debbie Roberson

Its:

Assistant Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me, this 2ND day of SEPTEMBER, 19 97 by JOSEPH R. KACMARYNSKI AND EILEEN T. KACMARYNSKI, HUSBAND AND WIFE who produced driver's license as identification (who is personally known to me) and who ~~XXXX~~(did not) take an oath.

SEAL

Clayton T. Sweeney  
Notary

Printed Name of Notary

Serial Number, if any

5/29/99

Commission Expiration Date

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 2ND day of SEPTEMBER, 19 97, by JOANN DUFFEL AND LORA SELLERS, and DEBBIE ROBERSON as ASSISTANT VICE PRESIDENT of SouthTrust Mortgage Corporation, organized and existing under the laws of the State of DELAWARE, on its behalf. The foregoing officers who are personally know to me and did not take an oath.

SEAL

Terri W. Glass  
Notary Public

TERRI W. GLASS

Printed Name of Notary

Serial Number, if any

9-26-98

Commission Expiration Date

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