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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this 11th day of November, 19 96, by and between William E. Baldwin, Husband and Susan C. Baldwin, 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 April 25, 1996 made by the MORTGAGOR to MORTGAGEE, recorded in 1996-1696.3 *** Public Records of Shelby County, State of ALABAMA securing a debt evidenced by a Note (NOTE) dated April 25, 1996, in the original amount of \$ 220,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

*** and being re-recorded in 1996-20799

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 \$ 220,000.00 and the interest has been paid to December 1, 1996.

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 installment to be One Thousand Five Hundred Twenty Seven and 77/100 -----Dollars(\$ 1,527.77) due on the first day of each month beginning January 1, 1997. Such monthly installments shall change in accordance with Sections 4(A), (B), (C), (D) and (E) inclusive of said Adjustable Rate Note dated April 25, 1996 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 May 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.

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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.

William E. Baldwin | Mortgagor

~~William E. Baldwin~~ Mortgagor
Susan C. Baldwin Mortgagor

ATTEST,

BY Lora L. Sellers
Lora L. Sellers


SOUTHTRUST MORTGAGE CORPORATION

By Debbie Roberson
Debbie Roberson Assistant Vice President

COUNTY OF JEFFERSON)

Given under my hand and seal of office this 11th day of November 1996.

My commission expires: 11-5-97



Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Lora L. Sellers, and Debbie Roberson, ASSISTANT VICE PRESIDENT 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, November 11, 1996.

Sara Joyce Armstrong

Notary Public

SARA JOYCE ARMSTRONG

Printed name of Notary

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Jan. 13, 1997.
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

Serial Number, if any

Commission Expiration Date

Inst # 1997-32301

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