

MODIFICATION AGREEMENT

Inst # 1997-34654

THIS AGREEMENT is made this 19 day of August, 1996 between Carrie W. Gibson (herein "Borrower") and Norwest Mortgage, Inc. a California corporation, formerly known as Norwest Mortgage, Inc., a Minnesota corporation, by merger and name change, whose address is 405 S.W. 5th St., Des Moines, IA 50309-4603 (herein "Lender"), for a modification, with respect to that promissory note dated June 3, 1996, interest rate at the rate of 7.500 percent per annum, secured by a mortgage or deed of trust, of the same date, made by borrower to NORWEST MORTGAGE, INC. recorded on JUNE 13TH 1996 in the office of JEFFERSON County, in Book 9607, Vol. 3421 Document number , secured by the following described property located in the County of SHELBY, State of ALABAMA: Shelby Co. Inst # 1997-34653

which has the address of 619 Mountain Laurel Court, Hoover, AL 35244 (herein "property address"):

WHEREAS, Borrower is indebted to Lender under the note and mortgage/deed of trust described above, payable in monthly installments of \$784.43 due on the 1st day of each month;

NOW THEREFORE, for and in consideration of the benefits flowing to each of the parties hereto, they do agree as follows:

1. The terms of the note and the mortgage/deed of trust evidencing and securing such indebtedness and hereby modified as follows:

4. MANNER OF PAYMENT (A) Time Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning July 1, 1996. Any principal and interest remaining on the first day of June 1, 2026, will be due on that date, which is called the "Maturity Date."

2. This agreement is not binding, in whole or in part, on Lender until executed by lender.

IN WITNESS THEREOF, the parties have executed this agreement on the day and year first written above.

Carrie W. Gibson
Carrie W. Gibson

9-3-96

2109672 - 1088
(06/05/91) All Grades

Inst # 1997-34654

1803 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
11.00

STATE OF Alabama)
COUNTY OF Jefferson) ss.

On this 3 day of September, 1996, before me appeared Carrie W Gibson, to me personally known to be the person(s) described in and who executed the foregoing instrument as Borrower(s) and acknowledged that he executed the same as free act and deed.

Carol W Gibson
Notary Public

My commission expires:
MY COMMISSION EXPIRES JANUARY 30, 1998

Borrowers information above this line

Lenders information below this line

Norwest Mortgage, Inc.
(Lender)

By: [Signature]
Title: Assistant Secretary

34654

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

10/24/1997-34654
12:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 11.00

The foregoing instrument was acknowledged before me this 10 day of Sept, 1996 by Telley Lee (Name of Officers of Agent, Title Officer or Agent) of Norwest Mortgage (Name of Corporation Acknowledging) a California corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

1/31/2000

THIS INSTRUMENT DRAFTED BY:

Norwest Mortgage, Inc.
405 S.W. 5th Street
Des Moines, IA 50309-4603

MICHAEL J HARVEY
Notary Public - Minnesota
Hennepin County
My Commission Expires 12/31/2000