SOMSC#: 11743581-3
FHLMC#: 551132698

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

This Balloon Loan Modification ("Modification"), made this 30th day of August, 1997, between Harold C Whitmire, Jr. & Cynthia Clair Lindley ("Borrower") and Source One Mortgage Services Corporation ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 3, 1992, securing the original principal sum of U.S. $100,000.00, and recorded as Instrument no. 22590 in the official records of Shelby County, State of Alabama; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described and defined in the Security Instrument as the "Property', located at 5501 Heath Row Drive Birmingham, AL 35242, the real property described being set forth as follows:

Lot 60, according to the Survey of Meadow Brook, 11th Sector as recorded in Map Book 9, Page 6 A & B, in the Probate Office of Shelby County, Alabama.

To evidence the election by the Borrower of the Conditional Right to Refinance/Conditional Modification and Extension of Loan Terms, as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the property.

2. As of October 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $ 93,865.93.

3. 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 a yearly rate of 8.125 %, beginning on October 1, 1997. The Borrower promises to make monthly payments of principal and interest in the amount of U.S. $ 732.26, beginning on the 1st day of November, 1997, and continuing thereafter on the same day of each succeeding month until the principal and interest are paid in full. If on October 1, 2022 (the "Modified Maturity Date") the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 27555 Farmington Road, Farmington Hills, MI 48334, or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

Inst # 1997-34678

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

Traci R Smith Witness:	Harold C. Whitmire Jr. Harold C Whitmire, Jr. -Borrower
Traci R Smith Witness:	Cynthia Clair Lindley Cynthia Clair Lindley -Borrower
	-Borrower
	-Borrower

[Space below for Notary Acknowledgment]

STATE OF Alabama

COUNTY OF Shelby ss.

On August 30, 1997, before me, Traci R Smith, a Notary Public in and for said County and State, personally appeared Harold C. Whitmire, Jr. and Cynthia Clair Lindley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same in their capacity(ies), and that by their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

10/24/1997-34678
01:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
151.85

WITNESS my hand and seal.

Traci R Smith
Signature

Traci R. Smith
Name (typed or printed)

MY COMMISSION EXPIRES JULY 12, 2000
My commission expires

Notary seal or stamp

Prepared by and when recorded return to:

SOURCE ONE MORTGAGE SERVICES CORPORATION
ATTN:
27555 Farmington Road
Farmington Hills, MI 48334-3357

MULTI-STATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90)

10/24/1997-34678
01:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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