

When Recorded Return  
To HomeSide Lending Inc.  
7301 Baymeadows Way  
Jacksonville, Florida 32256  
Special Loans Department

FHLMC # 513684387  
HSL # 6428111  
S/S 169402

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

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE ORIGINAL IS FILED  
WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS  
WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), made this 1st day of November 1997, between Rachel W. Fisher ("Borrowers") and HomeSide Lending Incorporated, formerly known as BancBoston Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), Dated October 5, 1992, securing the original principal sum of U.S. \$53,000.00, and recorded Instrument # 1992-23373 in the Official Record of Shelby County, AL. 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 in the Security Instrument and defined in the Security Instrument as the "Property", located at 4627 Wooddale Lane, Pelham, AL 35124 the real property described being set forth as follows:

Lot 21, Block 2, according to the Survey of Wooddale, Third Sector, as recorded in Map Book 5, page 133, 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 November 1, 1997 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$45,521.78.
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 yearly rate of 8.00%, beginning November 1, 1997. The Borrower promises to make monthly payments principal and interest of U.S. \$351.34, beginning on the 1st day of December, 1997 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1st, 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 HomeSide Lending, Incorporated or at such other place as the Lender may require.

12/11/1997-40271  
09:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 81.90

Inst # 1997-40271

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 canceled, 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 unchanged and 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.

(To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.)

Rachel W. Fisher  
RACHEL W. FISHER -- Borrower  
ss# [REDACTED]

STATE OF Alabama  
COUNTY OF Jefferson

On 10/1/97 before me, a Notary Public in and for said State, the undersigned personally appeared Rachel W. Fisher

personally know to me (or provided 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 to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Wanda C. Stokes

Name WANDA C STOKES  
Notary Public, State of Alabama  
Commission Expires July 19, 1999

HomeSide Lending Incorporated (Formerly Known As  
BancBoston Mortgage Corporation)  
7301 Baymeadows Way, Jacksonville, Florida 32256

Larry Perry  
Witness:

[Signature]  
Witness:

D. Keene  
D. Keene (Assistant Vice President)

Robyn Watson  
Robyn Watson (Assistant Secretary)

STATE OF: FLORIDA}  
COUNTY OF: DUVAL }

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **D. Keene and Robyn Watson**, to me known as Assistant Vice President and Assistant Secretary, respectively of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 6th day of Oct, 1997

Donna J. McShane  
Notary Public

My Commission expires: 6-15-01



Prepared by: Roxanne H. Aycox, HomeSide Lending Incorporated  
7301 Baymeadows Way, Jacksonville, Florida 32256

Inst # 1997-40271

12/11/1997-40271  
09:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 81.90

(Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction)

MULTISTAGE BALLOON LOAN MODIFICATION - Single Family - Freddie Mac UNIFORM INSTRUMENT  
FORM 3293 (10/90)

Inst # 1997-40271