

THIS IS A MODIFICATION OF THE ORIGINAL MORTGAGE BEING EXECUTED FOR THE PURPOSE OF OF CONVERTING THE ORIGINAL TO AN ADJUSTABLE RATE MORTGAGE. THE TERMS AND AMOUNT OF THE MORTGAGE HAVE NOT CHANGED.

I do hereby certify this document to be a true and exact copy of the original.


Thomas E. Norton, Jr., Attorney

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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

THIS LOAN MODIFICATION AGREEMENT, made this 18TH day of FEBRUARY, 19 98, by and between JOHN B KELLY AND DIANA L. 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 MAY 27, 1997, made by the MORTGAGOR to MORTGAGEE, recorded in Book 17506, Page(s) _____, Public Records of SHELBY, County, State of ALABAMA, securing a debt evidenced by a NOTE dated MAY 27, 1997, in the original amount of \$170,000.00, 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 \$ 170,000.00 and the interest has been paid to MARCH 1, 1998.
2. The terms and provisions of the NOTE are amended and modified in accordance with the terms and provisions which provide:

See fixed rate note attached hereto as Exhibit "A", which is incorporated into this modification as though written herein.

3. The terms and provisions of the Security Instrument and/or the Rider are amended and modified in accordance with the terms and provisions which provide:

The Adjustable Rate Rider, recorded as part of the Mortgage (recorded on JUNE 4, 1997 in Book 17506, Page _____) is hereby deleted. The Mortgage is also amended to require the full debt, if not paid earlier, be due and payable on JUNE 1, 2027 (Maturity Date). All other terms and conditions remain unchanged.

4. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in the Note, Security Instrument and/or Rider 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.

5. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

6. 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.

Inst # 1998-17889

05/15/1998-17889
10:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

x 
x 

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

John B. Kelly
JOHN B. KELLEY

Mortgagee

Diana L. Kelly
DIANA L. KELLEY

Mortgagee

Witness: JOANN DUFFEL

Witness: ROBIN TUBBS

SOUTHTRUST MORTGAGE CORPORATION

By: Debbie Roberson

DEBBIE ROBERSON

Her: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 18TH day of FEBRUARY, 1998, by JOHN B. KELLY AND DIANA L. KELLY HUSBAND AND WIFE who produced Identification (who is personally known to me) and who (did not) take an oath.

Sharon Kennedy

Notary Public

Sharon Kennedy

Printed Name of Notary

SEAL

Serial Number, if any

11-5-2001

Commission Expiration Date

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 18TH day of FEBRUARY, 1998, by JOANN DUFFEL AND ROBIN TUBBS 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 known to me and did not take an oath.

Terri W. Glass

Notary Public

SEAL

TERRI W GLASS

Printed Name of Notary

Serial Number, if any

Inst. # 1998-17889

2/26/98

Commission Expiration Date

05/15/1998-17889
10:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00