

PLEASE RECORD & RETURN TO:

HOPE MYERS/SPECIAL LOANS

FLEET MORTGAGE GROUP

POST OFFICE BOX 100566

2210 ENTERPRISE DRIVE

FLORENCE, SC 29501-0566

PREPARED BY: HOPE MYERS

FFC# FMC# 10255833

(Space Above This Line For Recording Data)

FNMA# 4000211642

Fates - Webb

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8TH day of July, 1998, between Scott G. Webb and Robyn L. Webb ("Borrowers") and FLEET MORTGAGE CORP. ("Lender"), amends and supplements (1) the

Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 31, 1995 and recorded in Book/Liber ****, at page(s) *****, of the Public Records of SHELBY COUNTY, ALABAMA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 5131 Rye Circle, Helena, AL 35080 the real property described being set forth as follows:

LOT 12, ACCORDING TO THE SURVEY OF SHANNON GLEN, AS RECORDED IN MAP BOOK 7, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

*THE ABOVE MENTIONED DOCUMENT WAS RECORDED IN INST# 1995-24424 ON 9/5/95
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows
(notwithstanding anything to the contrary contained in the Note or Security instrument):

1. As of September 1, 1998 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 64,853.73 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 the yearly rate of 7.625%, from September 1, 1998. The borrower promises to make monthly payments of principal and interest of U.S. \$ 472.82, beginning on September 1, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2025 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 2210 Enterprise Drive, Florence, SC 29501 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

LOAN MODIFICATION AGREEMENT—Highly Restrictive Use Instrument

08/06/1998-30010
08:22 AM CERTIFIED Form 3179 2/88
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1998-30010

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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

FLEET MORTGAGE CORP.

(Seal)

-Lender

Jacqueline A. Sadler
JACQUILINE A. SADLER
VICE PRESIDENT

Scott G. Webb (Seal)

Scott G. Webb -- Borrower

Robyn L. Webb (Seal)

Robyn L. Webb -- Borrower

[Space Below This Line For Acknowledgments]

STATE OF

Alabama

COUNTY OF

Shelby

MORTGAGOR'S NOTARIZATION

On July 8, 1998, before me, a Notary Public in and for said State, personally appeared Scott G. Webb and Robyn L. Webb 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 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 entity upon behalf of which the person (s) acted, executed the instrument.

SEAL

Frances S. Constantine
NOTARY PUBLIC
My Commission Expires:
FRANCES S. CONSTANTINE
My Commission Expires July 19, 1999.

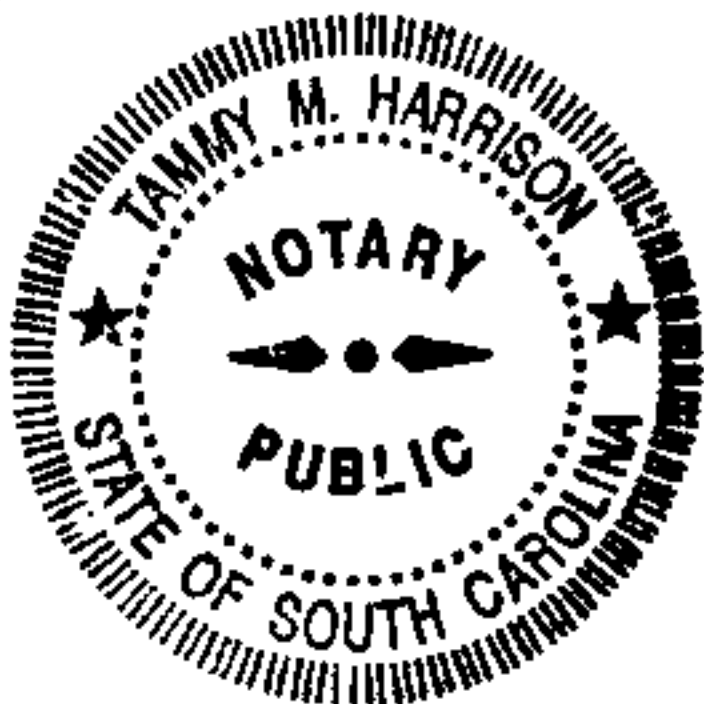
STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

LENDER'S NOTARIZATION

On JULY 10, 1998, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JACQUILINE A. SADLER as VICE PRESIDENT of FLEET MORTGAGE CORP., and he/she acknowledged that the foregoing instrument was executed for the purposes therein expressed.

SEAL



Tammy M. Harrison
Tammy M. Harrison
NOTARY PUBLIC
My Commission Expires:

My Commission Expires March 12, 2000

Inst # 1998-30010

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