

Inst # 1998-37507

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

09/25/1998-37507
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
903 CRN 14.50

FFC# FFC# 56454381

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FNMA# FNMA# 1665062881

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3rd day of September 1998, between Carlie V. Mitchell, ("Borrowers") and Fleet Mortgage Corp.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 12, 1996 and recorded in Book/Liber 144, at page(s) 131, 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 569 Homestead Dr., Wilsonville, AL 35186 the real property described being set forth as follows:

A certain piece or parcel of land known as 71 Fairway Drive, located in the Town of Brooklyn, County of Windham and State of Connecticut is more particularly bounded and described as follows in Schedule A attached hereto and made a part hereof.

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 November 1, 1998 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 51,499.91 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 7.375%, from November 1, 1998. The borrower promises to make monthly payments of principal and interest of U.S. \$ 363.14, beginning on December 1, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2026 (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

(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

Carlie V. Mitchell (Seal)
Carlie V. Mitchell -- Borrower

Jacqueline A. Sadler
Jacqueline A. Sadler
Vice President

(Seal)
-- Borrower

[Space Below This Line For Acknowledgments]

STATE OF South Carolina
COUNTY OF Newberry

MORTGAGOR'S NOTARIZATION

On SEPT. 3, 1998, before me, a Notary Public in and for said State, personally appeared Carlie V. Mitchell 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.

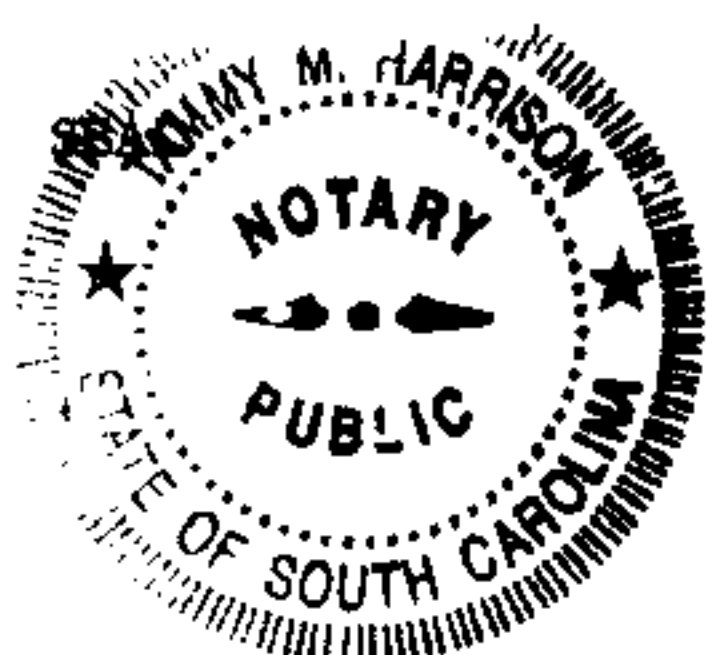
SEAL

Donnette Martin
NOTARY PUBLIC
My Commission Expires: 7-27-2005
Donnette Martin

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

LENDER'S NOTARIZATION

On September 8, 1998, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jacqueline A. Sadler as Vice President of Fleet Mortgage Corp., and he/she acknowledged that the foregoing instrument was executed for the purposes therein expressed.



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

My Commission Expires March 13, 2006

SCHEDULE "A"

A CERTAIN parcel of land located on the southerly side of a cul-de-sac at the westerly terminus of Fairway Drive in the Town of Brooklyn, County of Windham and State of Connecticut, and shown as Lot #83 on a plan entitled "Subdivision Plan Prepared for WILLIAM J. KUCHY - Lots #75-84 - Fairway Drive & Bunny Lane - Brooklyn, Connecticut - Scale 1" = 40' - 7/6/1988 - Kieltyka, Woodis & Pike, Land Surveyors", being bounded and described as follows:

Beginning at an iron pin in the southerly line of a cul-de-sac at the Westerly terminus of Fairway Drive, said iron pin being the northeast corner of the herein described Lot #83 and the northwest corner of Lot #84 on the above mentioned plan, thence S 33° 03' 07" W, bounded easterly by said Lot #84, 173.94' to an iron pin in the northerly line of other land now or formerly of William J. Kuchy; thence N 67° 35' 34" W, bounded southerly by said other Kuchy land, 220.89' to an iron pin in a stone wall in the easterly line of land now or formerly of Brooklyn Development Associates; thence N 11° 50' 57" E, following stone wall and bounded westerly by land now or formerly of said Brooklyn Development Associates, 112.48' to an iron pin and a corner of Lot #82 on the above mentioned plan; thence S 88° 39' 33" E, bounded northerly by said Lot #82, 251.16' to an iron pin in the southerly line of a cul-de-sac at the westerly terminus of Fairway Drive; thence in a southeasterly direction 51.18' along a curve to the left having a radius of 55.00' to an iron pin and the point of beginning (the chord of said curve being S 30° 17' 31" E, 49.35'), the last course being along the southwesterly line of the cul-de-sac at the westerly terminus of Fairway Drive.

The above described Lot #83 contains 39,710 s.f.

Subject to a 10' wide utility easement along the southwesterly side of the cul-de-sac at the westerly terminus of Fairway Drive as shown on a plan entitled "CL & P DWG. No. E-N-POSM2-1026 - Map Showing Easement Area To Be Granted To The Connecticut Light and Power Company Across the Property of WILLIAM J. KUCHY - Lots #75-84 - Fairway Drive & Bunny Lane - Brooklyn, Connecticut; - Scale 1" = 40' - 3/9/1989 - Kieltyka, Woodis & Pike, Land Surveyors", which plan is on file in the Brooklyn Land Records.

Subject to a drainage easement in favor of the Town of Brooklyn along the northwesterly portion of the above described Lot #83 and right to drain from the westerly terminus of said easement, which easement is shown on the above described subdivision plan.

The above described Lot #83 is subject to a Conservation Easement along the westerly boundary line, 30' in width, as shown on the above mentioned subdivision plan.

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