

Inst • 1998-50948

12/22/1998-50948
09:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

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ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT, made this 3rd day of December, 19 98, by and between Christopher Kahn and Wife Katherine F. Kahn 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 March 4, 1998 made by the MORTGAGOR to MORTGAGEE, recorded in Book 1998-08542, Page(s) 3493 Public Records of Shelby County, State of ALABAMA securing a debt evidenced by a NOTE dated March 4, 1998, in the original amount of \$ 630,400.00, 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 \$ 630,400.00 and the interest has been paid to December 1, 1998.

2. The terms of the NOTE are modified in accordance with the terms and provisions which provide:

Principal and interest of said Note shall be payable in consecutive monthly installments to be \$ 4,488.51 due on the first day of each month beginning January 1, 1999. If on April 1, 2028 (the "Maturity Date") I still owe amounts under this Note, I will pay those amounts in full on that date.

3. Nothing herein invalidates or shall impair or release any covenants, agreements or stipulations in the Note, Security Instrument and/or Rider(s) 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. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and/or Rider(s), including, but not limited to the payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

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

5. 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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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

[Signature]
Christopher Kahn Mortgageor
[Signature]
Katherine F. Kahn Mortgageor

Witness: [Signature]
Witness: [Signature]

SOUTHTRUST MORTGAGE CORPORATION
By: [Signature]
Its: Assistant Vice President

STATE OF, ALABAMA
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me, this 19TH day of November, 1998 by Christopher Kahn and Wife Katherine F. Kahn who produced as identification (who is personally known to me) and who did (did not) take an oath.

SEAL

[Signature] Notary
Printed Name of Notary
Serial Number, if any
Commission Expiration Date

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me, this 19th day of November, 1998, by 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 officer who is personally known to me and did not take an oath.

SEAL

[Signature] Notary Public
Barbara L. Nelson Printed Name of Notary
Serial Number, if any
September 2, 2001 Commission Expiration Date

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