

First American

When recorded mail to:

✓ Fleet Mortgage Corp.

324 W. Evans Street

Florence, SC 29501

Attn: Wendy Buchner

Inst # 1999-10579

03/12/1999-10579

11:43 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 HHS

171.70

Handed by Wendy Buchner  
 Fleet Mortgage Corp.  
 324 W. Evans St.  
 Florence, SC 29501  
 21194-MFF

Space above this line for Recorder's use

Freddie Mac Loan Number: 588809802

Servicer Loan Number: 73154622

## 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 TO BE 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 17th day of April, 1998, between Dennis L. Thomas and Josann M. Thomas ("Borrower") and Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding Corp. whose address is 324 W. Evans St., Florence, SC 29501, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 28, 1993, securing the original principal sum of U.S. \$112,000.00, and recorded on June 11, 1993 in Book/Liber or as Instrument 1993-17620, at page(s) , of the Official Records of Shelby County, Alabama; 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 4847 Caldwell Mill Road, Birmingham, AL 35244, the real property described being set forth as follows:

"SEE SCHEDULE A"

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 contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of June 1, 1998, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$103,779.70.
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 7.625%, beginning June 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 725.38, beginning on July 1, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2023 (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 324 W. Evans St., Florence, SC 29501 or at such other place as the Lender may require.

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]

 (Seal)  
Dennis L. Thomas--Borrower

(Seal)  
--Borrower

 (Seal)  
Johann M. Thomas --Borrower

(Seal)  
--Borrower

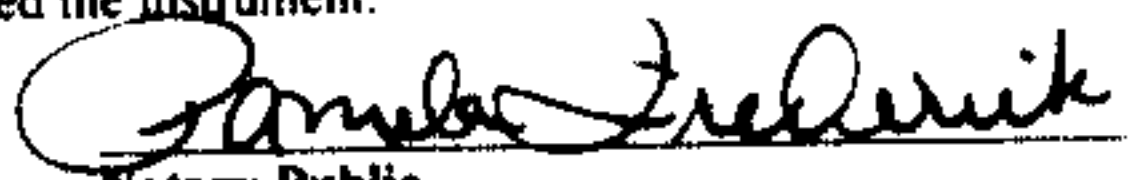
**BORROWERS NOTARIZATION**

STATE OF ALABAMA  
COUNTY OF Jefferson

On 5-11-98, before me PAMELA FREDERICK (Notary Public) personally appeared  
DENNIS L THOMAS AND JOHANN M THOMAS

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 the entity upon behalf of which the person(s) acted, executed the instrument.

SEAL

  
Notary Public  
My Commission Expires: 2-21-2001

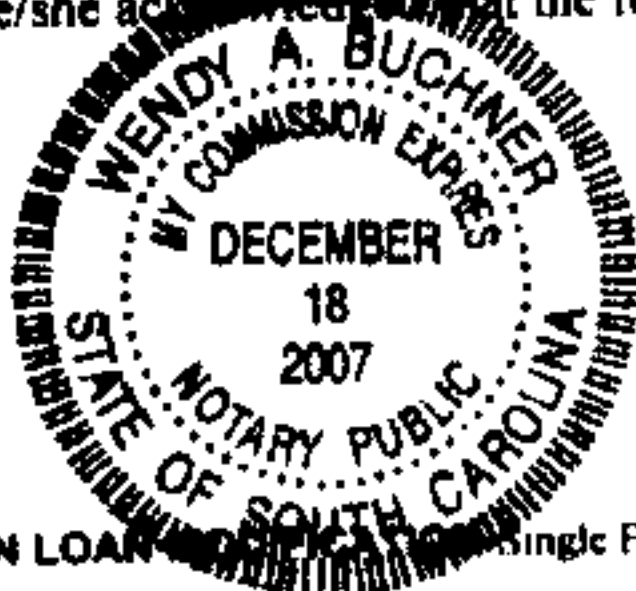
**LENDERS NOTARIZATION**

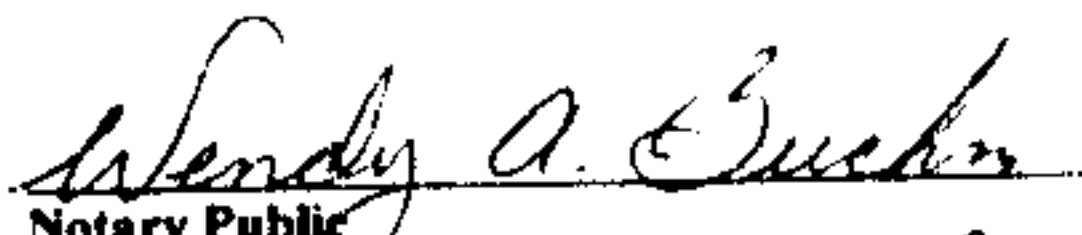
 (Seal)  
Frank D. Marino, Assistant Secretary  
FLEET MORTGAGE CORP.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

On 5-15-98, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Frank D. Marino as Assistant Secretary of Fleet Mortgage Corp. and he/she acknowledged that the foregoing instrument was executed for the purposes therein expressed.



  
Notary Public  
My Commission Expires: 12-18-07

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE FOLLOWING PARAGRAPHS  
TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

**SHE ACKNOWLEDGED THAT**

DATED: **June 22, 1998**  
COUNTY OF ORANGE, STATE OF CALIFORNIA

FIRST-AMERICAN TITLE



**JOHN BALLECER**

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE  
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF THE NOTARY: WENDY A. BUCHNER

DATE COMMISSION EXPIRES: 12-18-07

COUNTY WHERE BOND IS FILED: N/A

COMMISSION NO: N/A

MANUFACTURER/VENDOR NO.: N/A

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA DATE June 22, 1998

SIGNATURE: 

## ***Schedule "A"***

***Lot 2 of the J. A. Jones Survey, as recorded in Map Book 7, Page 74, in the Probate office of Shelby County, Alabama, being situated in Shelby County, Alabama.***

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SHELBY COUNTY JUDGE OF PROBATE

004 MMS 171.70