AMENDMENT TO MORTGAGE

Loan #1010053215

Amendment made as of **August 1, 1998**, between **Boston Safe Deposit and Trust Company**, whose address is **One Boston Place, Boston, Massachusetts 02108** (the "Lender") and **William R. Dexheimer** and **Lisa Paul Dexheimer** (the "Borrower"), residing at **1104 Water Edge Court, Hoover, Alabama 35244**.

Inst # 1999-14128

WITNESSETH:

WHEREAS:

A. On **April 25, 1997**, the Borrower executed and delivered a security instrument with an adjustable rate rider in favor of the Lender, which was recorded with **the Shelby County Judge of Probate on May 2, 1997 as Instrument No. 1997-13711** (collectively referred to as the "Security Instrument"), which is a first lien against the property located at **1104 Water Edge Court, Hoover, Alabama 35244** (the "Property"), and more particularly described on Schedule "A" annexed hereto. The Security Instrument secures payment of a **Eight Hundred Fifty Thousand and 00/100 Dollars** Adjustable Rate Note dated **April 25, 1997** made by the Borrower in favor of the Lender (the "Note"). The outstanding principal balance is **Eight Hundred Thirty Five Thousand Three Hundred Two and 05/100 Dollars ($835,302.05)** as of **August 1, 1998**;

B. Certain provisions of the Note have been modified pursuant to a Modification Agreement executed simultaneously herewith; and

C. The parties desire to modify certain provisions of the Security Instrument hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the parties hereby agreed to modify the Security Instrument as follows:

I. Section A of the Adjustable Rate Rider (the "Rider") is deleted and the following is substituted therefore:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note as amended provides for an interest rate, as of the date of the Modification Agreement, of **six and seventeen twentieths percent (6.85%)**. The Note as amended provides for changes in the interest rate and the monthly payments.

RETURN TO:
JOHN M. IACOI, ESQ.
LEWIS WHARF - BAY 214
BOSTON, MA 02110

04/05/1999-14128
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMS 19.50

II. Paragraphs (A), (B), (C), and (D) of Section 4 of the Rider are deleted and the following are substituted therefore:

4. <u>INTEREST RATE AND MONTHLY PAYMENT CHANGES</u>

(A) <u>Change Dates</u>

The interest rate I will pay may change on **August 1, 2001**, and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) <u>The Index</u>

The " Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of <u>The Wall Street Journal</u> (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of <u>The Wall Street Journal</u> on or immediately preceding the date 45 days before each Change Date is called the " current index" .

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) <u>Calculation of Changes</u>

Forty-five (45) days before each Change Date, Note Holder will calculate my new interest rate by adding **two and one quarter** percentage points **(2.25%)** (" Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16th) more or less than the nearest one-eighth (1/8th) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8th) of one percent.

To and inclusive of **May 1, 2007**, the Note Holder will determine the amount of my monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on **June 1, 2007**, my monthly payment will also include an amount sufficient to repay the unpaid principal in full on the Maturity Date at my new interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

[illegible] 6.85%

The interest rate I am required to pay at the first Change Date will not be greater than **six and seventeen twentieths percent** ~~**(8.85%)**~~ or less than **four and seventeen twentieths percent (4.85%)**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **twelve and seventeen twentieths percent (12.85%)**.

III. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Instrument. Except as otherwise stated in this Amendment, Borrower's promise to pay and the Borrower's and the Mortgagor's covenants and agreements under the Note and under the Security Instrument continue without change.

In Witness Whereof, Borrower and Mortgagor have executed this Amendment as of the date first set forth above and as a sealed instrument.

[signature]

Borrower **William R. Dexheimer**

[signature]

Borrower **Lisa Paul Dexheimer**

State of Alabama

Jefferson County, ss:

On this 19 day of October, 1998, personally appeared **William R. Dexheimer** and **Lisa Paul Dexheimer**, known to me to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed, before me.

[Seal] Patricia Ann Beaudoin
Notary Public
My Commission expires May 27 2001

RETURN RECORDED DOCUMENTS TO:
Boston Safe Deposit and Trust Company
One Boston Place, Boston, Massachusetts 02108
Attn: Mortgage Servicing Department

Accepted for Boston Safe Deposit and Trust Company

By: Georgia Zisimopoulos (D.E.T.)
Georgia Zisimopoulos, Attorney for
Boston Safe Deposit and Trust Company

State of Massachusetts
Suffolk County, ss:

On this 22nd day of March, 1999, personally appeared **Georgia Zisimopoulos, Attorney for Boston Safe Deposit and Trust Company**, known to me to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed, before me.

[Seal] Allison E. Williams
Notary Public
My Commission Expires 9/17/2004

EXHIBIT "A"

A tract of land situated in the NW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NW corner of Section 35; thence South along the west line of said Section 1,521.01 feet; thence 90° 00' 00" left, 1,447.78 feet to the point of beginning; thence 103° 56' 42" left, 264 feet, more or less, to the 419.00 foot contour elevation (mean sea level datum); thence in a Southeasterly, Northeasterly, Easterly, Southeasterly, Southwesterly direction 1,112 feet, more or less, along said 419.00 foot contour to a point; thence leaving said contour S 36° 52' 00" W, 80 feet more or less, to a point; thence leaving said contour S 3° 52' 00" W, 80 feet, more or less, to a point; thence 19° 41' 00" left, 115.16 feet; thence 09° 26' 00" left 194.95 feet to the right of way of a proposed road; thence 113° 32' 00" right, tangent to a curve to the left, said curve having a central angle of 10° 25' 42" and a radius of 504.55 feet; thence along the arc of said curve and proposed right of way 91.83 feet to a curve to the left, said curve having a central angle of 64° 13' 18" and a radius of 130.00 feet; thence along the arc of said curve and proposed right of way 145.71 feet; thence 51° 32' 40" from tangent to tangent leaving said proposed right of way to a curve to the right, said curve having a central angle of 65° 59' 59" a radius of 150.00 feet; thence 172.79 feet along the arc of said curve; thence 88° 45' 39" left, to tangent of said curve, 184.83 feet to the point of beginning.

Situated in Shelby County, Alabama.