

11/05/1999 145536
0815 AM CERTIFIED
12.00

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

called "MORTGAGOR" and SOUTHTRUST MORTGAGE CORP, hereinafter called "MORTGAGEE"

A. "MORTGAGEE is the owner and holder of that certain Mortgage, Deed of Trust or Deed to Secure Debt, ("the Security Instrument"), dated April 22, 1999 made by the MORTGAGOR to MORTGAGEE, recorded in Book 18025 page(s) 1999 Public Record of SHELBY, County, State of ALABAMA securing a debt evidenced by a NOTE dated APRIL 22, 1999 in the original amount of \$ 100,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

"NOW, THEREFORE, in consideration of the mutual promise 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 \$ 100,000.00 and the interest has been paid to 11/01/1999

2. The terms and provisions of the ARM NOTE are modified in accordance with the terms and provisions which provide: "See attached Adjustable Rate Note Exhibit "A" which is incorporated into this Modification as though written herein.

Principal and interest of said Note shall be payable in consecutive monthly installments to be Six Hundred Fifty Two and 02/100

Dollars (\$ 652.02) due on the first day of each month beginning DECEMBER 1, 1999

Dollars (\$ 652.02) due on the first day of each month beginning May 1, 2022.
~~ADJUSTABLE RATE~~ ~~XXXXXXXXXXXXXXXXX~~ ~~BE REPLACED WITH CORRECTED~~
~~ADJUSTABLE RATE~~ ~~XXXXXXXXXXXXXXXXX~~ ~~BE REPLACED WITH CORRECTED~~
 Such monthly installments shall change in accordance with Sections 4(A), (B), (C), (D) and (E) inclusive of said Adjustable Rate Note dated APRIL 22, 1999 until the entire indebtedness evidenced by this Note is fully paid except that any remaining indebtedness if not sooner paid shall be due and payable on May 1, 2022.

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.

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.

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

Kathy W. Dudley
KATHY W. DUDLEY Mortgage

Mortgage

SOUTHTRUST MORTGAGE CORP

Witness: Lora L. Sellers
Lora L. Sellers
Witness: Mary B. Leopard
Mary B. Leopard

By: Debbie Roberson
Debbie Roberson
Its: Vice-President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 1st day of November 1999, by Kathy W. Dudley, An Unmarried Person who produced Driver's License (who is personally know to me) and who did (did not) take an oath.

SEAL

Joyce F. Crawford
Notary

Joyce F. Crawford
Printed Name of Notary

Serial Number, if any

07-26-03

Commission Expiration Date

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me, this 1st day of November 1999, by Debbie Roberson, Vice-President and Lora L. Sellers & Mary B. Leopard as witnesses the laws of the State of Delaware, on its behalf. The foregoing officers who are personally know to me and did not take an oath.

SEAL

Barbara L. Nelson
Notary

Barbara L. Nelson

Printed Name of Notary

Serial Number, if any

September 2, 2001

Commission Expiration Date

Inst # 1999-45536