

LM127702

Inst # 2000-11398

ALFA FINANCIAL CORPORATION
AMENDMENT TO REAL ESTATE MORTGAGE NOTE

THIS AGREEMENT is made and entered into by and between Jimmy R Wallace, whose address is PO Box 31, Sterrett, AL 35147 (hereinafter referred to as the "Mortgagor", whether one or more), and Alfa Financial Corporation, a corporation having its office at 2108 East South Boulevard, Montgomery, Alabama 36116 (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, on or about the 8th day of September, 1998, the undersigned Mortgagor executed and delivered to the Mortgagee that certain real estate mortgage note (hereinafter referred to as the "Note") in the original principal amount of \$32,000.00, together with interest thereon at the original rate of 9.00 percent per annum, principal and interest being due and payable in monthly installments as provided therein with the final installment, if not sooner paid, being due and payable on the 10th day of September, 2005.

WHEREAS, said Note is secured by that certain real estate mortgage (hereinafter referred to as the "Mortgage") of even date therewith, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Property Book (Fiche) Book 1998 at Page (Frame) Page 40592;

WHEREAS, the unpaid principal balance of the indebtedness evidenced by the Note and secured by the Mortgage is in the amount of \$27,235.45 as of the 9th day of March, 2000.

04/06/2000-11398
12:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CJ1 66.50

These papers were prepared by:
Allen Foster
for ALFA Financial Corporation
P. O. Box 11000, Montgomery, AL 36191-0001

WHEREAS, the Mortgagor has requested that the Mortgagee modify and amend said Note and Mortgage as provided for below effective as of the 9th day of March, 2000, and the Mortgagee has agreed to such modification, all upon and subject to the terms and conditions hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Mortgagor and the Mortgagee do hereby modify and amend the Note and the Mortgage as follows:

1. The Note and Mortgage are modified in the following manner, to-wit:

To extend the original repayment term of the loan, and thereby extend the maturity date of the Note.

2. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of the Mortgagor arising under or by virtue of the Note and the Mortgage; to the contrary, the Mortgagor and the Mortgagee do hereby covenant and agree that the Note and the Mortgage as modified and amended hereby shall be and remain in full force and effect. As an inducement for the Mortgagee to enter into this Amendment Agreement, the Mortgagor does hereby further covenant, warrant and represent unto the Mortgagee that the Note as modified and amended hereby is and shall be and remain a legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, and that the Mortgage is and shall be and remain a legal, valid, binding and enforceable first mortgage upon the real estate more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and to any other encumbrances which were disclosed to and approved by Mortgagee in writing at the time of the consumption of the loan evidenced by the Note and secured by the Mortgage. The Mortgagor further covenants, warrants and represents unto the Mortgagee that the Mortgagor has not committed or suffered to exist any default under the terms and provisions of the Note or the Mortgage.

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3. This Agreement shall be binding upon and shall inure to the benefit of the Mortgagor and the Mortgagee, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed on this 9th day of March, 2000.

ALFA FINANCIAL CORPORATION

Donnie Nock

By: Donnie Nock
As its: Agent

MORTGAGOR:

Jimmy R. Wallace
Jimmy R. Wallace, L.S.

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mortgagors, whose name as Mortgagors, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 9th day of March 2000.

DeAnna McBrayer

Notary Public

My commission expires _____

MY COMMISSION EXPIRES NOVEMBER 1, 2000

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P. O. Box 11000, Montgomery, AL 36191-0001

ALFA FINANCIAL CORPORATION

I, Jimmy R Wallace, have applied for or obtained a loan from Alfa Financial Corporation on 9th day of March, 2000.

I understand that I am not required to purchase any insurance from an Alfa Insurance Company in order to obtain a loan from Alfa Financial Corporation.

I understand that I may be required to obtain insurance to protect the collateral for the loan, but I also understand that I can obtain this insurance from any insurance company. I am not required to purchase it from any Alfa Insurance Company.

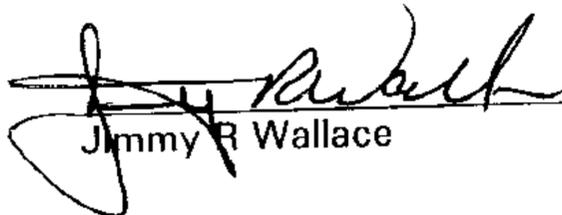
If I have purchased life insurance at or around the time of this loan transaction, I have purchased it because I wanted this protection for myself and my family or my Estate, not because I was told or believed it was required.

If I have purchased or applied for any insurance with any Alfa Insurance Company, I have done so of my own free choosing and not because I understood that it was required in order to obtain a loan from Alfa Financial Corporation.

CAUTION: THIS IS AN IMPORTANT DOCUMENT. YOU MUST READ BEFORE SIGNING.



Witness



Jimmy R Wallace

Witness

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P. O. Box 11000, Montgomery, AL 36191-0001

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NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a new transaction to increase the amount of credit provided to you, or to amend the terms of the original documents. We acquired a mortgage, lien or security interest on your home under the original transaction and will retain that mortgage, lien or security interest in the new transaction. You have a legal right under federal law to cancel the new transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the new transaction, which is 9th day of March, 2000; or
- (2) the date you received your new Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the new transaction, your cancellation will apply only to the increase in the amount of credit. It will not affect the amount that you presently owe or the mortgage, lien or security interest we already have on your home. If you cancel, the mortgage, lien or security interest as it applies to the increased amount is also cancelled. Within 20 calendar days after we receive your notice of cancellation of the new transaction, we must take the steps necessary to reflect the fact that our mortgage, lien or security interest on your home no longer applies to the increase of credit. We must also return any money you have given to us or anyone else in connection with the new transaction.

You may keep any money we have given you in the new transaction until we have done the things mentioned above, but you must then offer to return the money at the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

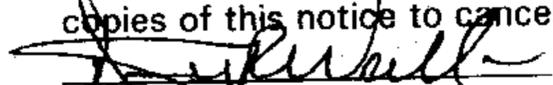
If you decide to cancel the new transaction, you may do so by notifying us in writing, at

(name of creditor)	Alfa Financial Corporation
(address of creditor)	2108 East South Boulevard
	PO Box 11000
	Montgomery AL 36191-0001

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of **March 9, 2000** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I acknowledge receipt of two copies of this notice to cancel.


 Jimmy R. Wallace

I WISH TO CANCEL.

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