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Inst # 1996-42228

12/26/1996-42228
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SHELBY COUNTY JUDGE OF PROBATE
003 NEL 214.50

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5TH day of DECEMBER, 1996, between DENNIS E HOWARD and LINDA HOWARD, HUSBAND AND WIFE. ("Borrower") and FIRST COMMERCIAL BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JULY 12, 1996 and recorded in Book or Liber JUDGE OF PROBATE, at pages(s) 1996, of the 23255 Records of SHELBY County, ALABAMA, [Name of Records] [County and State, or other Jurisdiction] and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1864 COUNTY ROAD 39, CHELSEA, AL 35043 [Property Address] the real property described being set forth as follows:

PLEASE SEE ATTACHED EXHIBIT "A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of December 5, 1996, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 134,000.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 the yearly rate of 7.875 %, from DECEMBER 5, 1996. The Borrower promises to make monthly payment of principal and interest of U.S. \$971.59, beginning on the 1ST day of FEBRUARY, 1997, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the



Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at FIRST COMMERCIAL BANK, 2000B SOUTHBRIDGE PARKWAY, STE 500, BIRMINGHAM, AL 35209

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Loan Modification Agreement.

FIRST COMMERCIAL BANK	(Seal)	By: <u>W. Charlton Barger</u>	
	- Lender	W. CHARLTON BARGERON, VICE PRESIDENT	
<u>Dennis E. Howard</u>	(Seal)	<u>Linda Howard</u>	(Seal)
DENNIS E HOWARD	- Borrower	LINDA HOWARD	- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower

STATE OF ALABAMA [Space Below This Line For Acknowledgments] JEFFERSON COUNTY SS:

On this 5th day of December, 1996, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Dennis E. Howard and Linda Howard, Husband and Wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of conveyance, they executed the same voluntarily and as his their act on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF DECEMBER 1996.

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES OCTOBER 3, 2001

NOTARY PUBLIC

EXHIBIT "A"

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 8, Township 20 South, Range 1 West Shelby County, Alabama; thence South 0 degrees 41 minutes 08 seconds East, a distance of 1104.48 feet; thence South 49 degrees 37 minutes 46 seconds East a distance of 362.45 feet for the POINT OF BEGINNING; thence North 60 degrees 23 minutes 43 seconds East, a distance of 183.51 feet; thence North 12 degrees 06 minutes 56 seconds West, a distance of 418.86 feet; thence South 80 degrees 51 minutes 36 seconds West, a distance of 207.01 feet; thence South 15 degrees 51 minutes 25 seconds East a distance of 485.79 feet to the POINT OF BEGINNING.

Also a 30 foot wide easement for ingress and egress

Commencing at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 0 degrees 41 minutes 08 seconds East, a distance of 1104.48 feet; thence South 49 degrees 37 minutes 46 seconds East, a distance of 362.45 feet; thence North 60 degrees 23 minutes 43 seconds East, a distance of 183.51 feet; thence North 12 degrees 06 minutes 56 seconds West, a distance of 64.41 feet to the Point of Beginning of the Centerline of a 30 foot wide easement; thence South 68 degrees 16 minutes 14 seconds East for a distance of 234.0 feet to the North right of way line of Shelby County Road No. 39 for the point of ending.

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