

Inst # 1998-50694

12/21/1998-50694
09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 273.50

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16 day of December 1998, between Delores Van Lill and Hamid Khorramabadi, Husband and wife ("Borrower") and Union State Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 19, 1998 and recorded in Book or Liber Inst. # 1998-12380 & Re-Recorded, at *** pages(s) , of the 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

916 Teabury Lane, Birmingham, Alabama [Property Address]

the real property described being set forth as follows:

Lot 3221, According to the survey fo Riverchase Country Club, 32nd Addition, as recorded in Map Book 14, Page 53, in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama

Mineral and Mining Right Excepted.
*** Instr. # 1998-49945

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 Dec. 16, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 175,000.00, 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 6.75 %, from Dec. 16, 1998. The Borrower promises to make monthly payment of principal and interest of U.S. \$ 1135.05, beginning on the 1st day of February, 1999, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on Jan. 1, 2028 (the "Maturity Date"), the Borrower still owes amounts under the Note and the

LOAN MODIFICATION AGREEMENT -- Single Family -- Fannie Mae Uniform Instrument

Form 3179 2/88

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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

Union State Bank
2267 Pelham Pkwy
Pelham, Alabama 35124
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 dates 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.

_____ (Seal)	By: _____
_____ - Lender	
<u>Delores Van Lill</u> (Seal)	<u>Hamid Khorramabadi</u> (Seal)
Delores Van Lill - Borrower	Hamid Khorramabadi - Borrower
_____ (Seal)	<u>H.K.</u> (Seal)
_____ - Borrower	_____ - Borrower
_____ (Seal)	_____ (Seal)
_____ - Borrower	_____ - Borrower

_____[Space Below This Line For Acknowledgments]_____

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