

This Instrument Prepared By:
G. Wray Morse
Dickerson & Morse, P.C.
Attorneys-at-Law
1920 Valleydale Road
Birmingham, AL 35244

Inst # 2000-45161

12/28/2000-45161
09:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HNB 21.00

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 11TH day of December, 2000, between **Clyde Randall Mathews and Damita H. Mathews, 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 **February 25, 2000** and recorded in Instrument #2000-06205 in the Probate Office of Shelby County, Alabama, in the original amount of **\$217,600.00** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal described in the Security Instrument and defined therein as the "Property", located at

3362 Highway 32
Wilsonville, Alabama 35186
(Property Address)

the real property described being set forth as follows:

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 11, 2000**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") has decreased to U.S. **\$170,000.00**, consisting of the amount(s) loaned to the Borrowers 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 11, 2000**. The Borrower promises to make monthly payment of principal and interest of **\$1,232.62** beginning on the 1st day of February, 2001, and continuing thereafter on the same day each

succeeding monthly until principal and interest are paid in full. If on January 1, 2031, (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 **2267 Pelham Parkway, Pelham, Alabama 35124**, or at other place as the Lender may require.

3. If all or any part of the Property of 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 involk 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 al 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 (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 bounds 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 3 of this Loan Modification Agreement.

Union State Bank

Lender

By: _____

Clyde Randall Mathews (Seal)

CLYDE RANDALL MATHEWS

Borrower

Damita H. Mathews (Seal)

DAMITA H. MATHEWS

Borrower

STATE OF ALABAMA)

CHEROKEE COUNTY)

I, the undersigned, a notary public in and for said county in state, hereby certify that **Clyde Randall Mathews and Damita H. Mathews, Husband and Wife**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of December, 2000.

G. Wray Morse

G. Wray Morse - Notary Public
My Commission Expires: 9/10/2004

EXHIBIT "A"

Commence at the NE 1/4 of the SW 1/4 of SE 1/4 of Section 31, Township 19 South, Range 1 East; thence North along said 1/4 line 119.44 feet to the right of way of County Road No. 32; thence Southwesterly along said right of way a chord distance of 331.42 feet; thence South 335.38 feet to a found iron pin; thence left 90 degrees Easterly, 244.00 feet to a wood stake found; thence left 90 degrees Northerly 440.32 feet to the point of beginning.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

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