

STATE OF ALABAMA

COUNTY OF SHELBY

**SECOND MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT is entered into by and between Robert Asa Thacker and wife, Jamie Mosely Thacker ("Mortgagor") and Edward L. Osborn and wife, Mildred Osborn ("Mortgagee").

**Preamble**

Mortgagor and Mortgagee entered into a Mortgage dated October 26, 1992 (the "Mortgage") providing for a Mortgage in the aggregate principal amount of Eight Hundred Fifty Thousand & 00/100 Dollars (\$850,000.00). The Mortgage is evidenced by a Promissory Note (the "Note") and other collateral as described in the Note and Mortgage.

Mortgagor and Mortgagee entered into a Mortgage Modification Agreement effectively dated, April 1, 1993, amending the original Mortgage and providing for a new Mortgage in the aggregate principal amount of Six Hundred Thousand & 00/100 Dollars (\$600,000.00), which was evidenced by an Allonge To Note effectively dated, April 1, 1993.

Mortgagor has requested that Mortgagee agree to (a) reduce the Maturity Date of the Note to August 1, 1999, and to allow a one-time prepayment in the amount of One Hundred Thousand Five Hundred Forty & 01/100 Dollars (\$100,540.01) on or before July 1, 1994.

Mortgagor and Mortgagee have agreed to modify the Note and all other instruments executed in connection with said Loan to the extent set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound hereby, agree as follows:

**Agreement**

1. Reduction of Maturity Date Upon execution of this Agreement by Mortgagor and Mortgagee, the maturity date of the Note shall be changed from April 1, 2001 to August 1, 1999.

2. Prepayment The prepayment privilege set out in the Second Paragraph on Page Four of the Note is amended to read as follows:

"Borrower may prepay all (but not Part) of the outstanding principle balance due and owing on the Loan, without premium or penalty, on any Regular Payment date; provided however, Borrower may make a one time payment of One Hundred Five Thousand Hundred Forty & 01/100 Dollars (\$100,540.01) on or before July 1, 1994 and the remaining balance of Four Hundred Twenty-Nine Thousand & 00/100 Dollars (\$429,000.00) shall be recast over a sixty-

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two (62) month term in equal monthly payments with Eight Percent (8%) interest on the unpaid balance with sixty-one payments in the amount of Eight Thousand Four Hundred Eighty-Two & 01/100 Dollars (\$8,482.01) and the last and sixty-second payment in the amount of Seven Thousand Five Hundred Eighty-Six & 69/100 Dollars (\$7,586.69)."

The conditions of the foregoing Reduction of Maturity Date and Prepayment paragraphs are (a) the receipt of One Hundred Thousand Five Hundred Forty & 01/100 Dollars (\$100,540.01) on or before July 1, 1994 by Mortgagee from Mortgagor, and (b) execution of a Second Allonge to the Note by Mortgagor and Mortgagee reflecting the above cited amendment to the Note, and (c) execution of a Second Loan Modification Agreement by Mortgagor and Mortgagee reflecting the above cited amendment in the Note, and (d) payment by Mortgagor of all costs of preparing the Second Loan Modification Agreement, the Second Allonge to the Note, and this Second Mortgage Modification Agreement, and (e) payment of all costs in recording this Second Mortgage Modification Agreement, and (f) Mortgagor is in compliance with all other terms of the original Mortgage, the original Note, the Mortgage Modification Agreement, the Loan Modification Agreement, and the Allonge To Note, and all other instruments executed in connection with said Loan.

3. Warranties of Mortgagor The Mortgagor hereby represents and warrants to mortgagee that all representations and warranties contained in the Mortgage, Note and any other security agreement are true and correct as of the date hereof (except any representation and warranties that are expressly limited to an earlier date); and the Mortgagor hereby certifies that no Event of Default nor any event that upon notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing, and further that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or in connection with the Mortgage, the Note, or any other security agreement.

4. Effective Date The effective date of this Second Mortgage Modification Agreement is July 1, 1994.

5. Effect of Modification Except as specifically modified herein, all provisions of the original Mortgage, original Note, Mortgage Modification Agreement, Loan Modification Agreement, Allonge to Note, Second Loan Modification Agreement, Second Allonge to Note, and any other security documents as well as all other instruments executed in connection with said Loan shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Mortgage Modification Agreement to be duly and properly executed the same day each signature below bears date.

ATTEST: Karen Hamble

Robert Asa Thacker  
Robert Asa Thacker, Borrower

6/24/94  
Date

ATTEST: Karen Hamble

Jamie Mosely Thacker  
Jamie Mosely Thacker, Borrower

6/24/94  
Date

ATTEST: Karen Hamble

Edward L. Osborn  
Edward L. Osborn, Holder

6-23-94  
Date

ATTEST: Karen Hamble

Mildred Osborn  
Mildred Osborn, Holder

6-23-94  
Date

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the County and state aforesaid, do hereby certify that Robert Asa Thacker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of June, 1994.

Sharon H. Whit  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: July 21, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the County and state aforesaid, do hereby certify that Jamie Mosely Thacker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> day of June, 1994.

Sharon H. Whit  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: July 21, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the County and state aforesaid, do hereby certify that Edward L. Osborn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of June, 1994.

Shirley H. Velt  
Notary Public

SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the County and state aforesaid, do hereby certify that Mildred Osborn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of June, 1994.

Shirley H. Velt  
Notary Public

SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 1997.  
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