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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

WCB

Inst # 1994-31968

This Loan Modification Agreement ("Agreement"), made this 18th day of October, 1994, between Wayne C. Bradburn

National Bank of Commerce of Birmingham, a national banking association ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 9, 1994 and recorded in Book or Liber 1994, at page(s) 19606, of the Probate 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 213 Lee's Cove Helena, Alabama 35080 [Property Address]

the real property described being set forth as follows:

Lot 12 of Falliston, Sector 1, as recorded in Map Book 18, Page 66, in the Probate Office of Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
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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 October 1, 1994, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 82,900.00, 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 % from 19. The Borrower promises to make monthly payments of principal and interest of U.S. \$ beginning on the day of 19, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on (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~~

WCB

~~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

** SEE REVERSE SIDE

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:~~ WCB
- ~~(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.

National Bank of Commerce of Birmingham

(Seal)
-Lender

Wayne C. Bradburn (Seal)
-Borrower

By: [Signature]
Its: Assistant Vice President

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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**** (A) Time and Place of Payments**

Borrower will pay principal and interest by making payments every month. Borrower will make monthly payments on the first day of each month beginning on November 1, 1994. Borrower will make these payments every month until Borrower has paid all of the principal and interest and any other charges described below that Borrower may owe under this Note. Borrower's monthly payments will be applied to interest before principal. If, on October 1, 2024, Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."

Borrower will make monthly payments at 1927 First Avenue North, Suite 100, Birmingham, Alabama 35203, or at a different place if required by the Note Holder.

(B) Amount of Borrower's Initial Monthly Payments

Each of Borrower's initial monthly payments will be in the amount of U.S. \$ 565.52. This amount may change.

(C) Monthly Payment Changes

Changes in Borrower's monthly payment will reflect changes in the unpaid principal of the loan and in the interest rate that Borrower must pay. The Note Holder will determine Borrower's new interest rate and the changed amount of Borrower's monthly payment in accordance with Section 4 of this Note.

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