

MODIFICATION AGREEMENT

This Modification of Mortgage Note and Mortgage is made this 19th day of December, 1994, but effective as of January 13, 1992, by and between JAMES O. LUNCEFORD (herein "Mortgagor"), and ELEANOR W. McDANIEL (herein "Mortgagee"), (both collectively called the "Parties" herein).

R E C I T A L S

1. Mortgagor, on October 31, 1986, executed and delivered to Mortgagee a Mortgage Note ("Note"), attached as Exhibit "A", in the original principal sum of \$710,000.00 with interest thereon at 7½% per annum, payable in consecutive monthly principal and interest installments of \$5,246.90, which began December 1, 1986. Payment of the Note is secured by a Mortgage ("Mortgage"), attached as Exhibit "B" executed and delivered simultaneously with the Note and is recorded in Mortgage Book 098, Page 637, in the Office of the Judge of Probate of Shelby County, Alabama.

2. Payment of \$182,697.55 was made January 13, 1992 on Mortgagor's behalf from fire insurance loss proceeds to Monumental Life Insurance Company, underlying Mortgagee, to which Mortgagee herein was indebted at such time, and for which payment Mortgagor herein is entitled to credit from Mortgagee herein against the outstanding balance of the Note on January 13, 1992.

3. The Parties desire to modify the terms of the Note and Mortgage described in paragraph 1 hereinabove to implement the changes required therein to reflect proper credit to Mortgagor for such \$182,697.55 payment on January 13, 1992.

A G R E E M E N T

Therefore, in consideration of the premises, the covenants and agreements contained herein, the Parties hereby agree:

01/03/1995-00029
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 26.00

Robert Diggers

Inst # 1995-00029

*** SAID PAYMENT OF FIRE INSURANCE LOSS PROCEEDS**

E.W.M.
JAS

1. **The Principal Balance Outstanding.** ~~As of January 12, 1992, prior to the payment of fire insurance loss proceeds of \$182,697.55 on behalf of Mortgagor to the benefit of Mortgagee, the unpaid principal balance of the Note was \$647,745.58.~~ After payment on January 13, 1992 of \$182,697.55 on behalf of Mortgagor to the benefit of Mortgagee, ^{THE} the unpaid principal balance of the Note was \$465,048.03. ^{AND AFTER THE MORTGAGOR'S FEB, 1992 mtg, post,}

JAS E.W.M.

2. **Maturity Date.** The scheduled maturity date of the Note and Mortgage according to their original terms was November 1, 2011. The maturity of the Note and Mortgage is hereby amended to be December 1, 2002, to reflect application of the \$182,697.55 payment January 13, 1992, on behalf of Mortgagor to the benefit of Mortgagee, provided that consecutive monthly principal and interest installments are paid by Mortgagor to Mortgagee as provided in the Note.

3. **Full Force And Effect.** Except as modified and amended herein, all terms and provisions of the Note and Mortgage shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Agreement and the Note and Mortgage, the provisions of this Agreement shall control in all respects.

Signed on the day and year first above written.

MORTGAGEE:

MORTGAGOR:

Eleanor W. McDaniel
ELEANOR W. MCDANIEL

James O. Lunceford
JAMES O. LUNCEFORD

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

JAMES O. LUNCEFORD

whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of December, 1994.

Robert W. Higgins
Notary Public
MY COMMISSION EXPIRES 5/11/98

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

ELEANOR W. MCDANIEL

whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of December, 1994.

[Signature]
Notary Public
MY COMMISSION EXPIRES 3/4/98

MORTGAGE NOTE

\$710,000.00

Birmingham, Alabama
October 31, 1986

FOR VALUE RECEIVED, the undersigned promises to pay to Fred L. McDaniel and wife, Eleanor W. McDaniel, or order, the principal sum of Seven Hundred Ten Thousand and No/100 (\$710,000.00) Dollars with interest from date, at the rate of Seven and One-Half per cent (7½%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at:

4531 Old Caldwell Mill Road
Birmingham, Alabama 35243

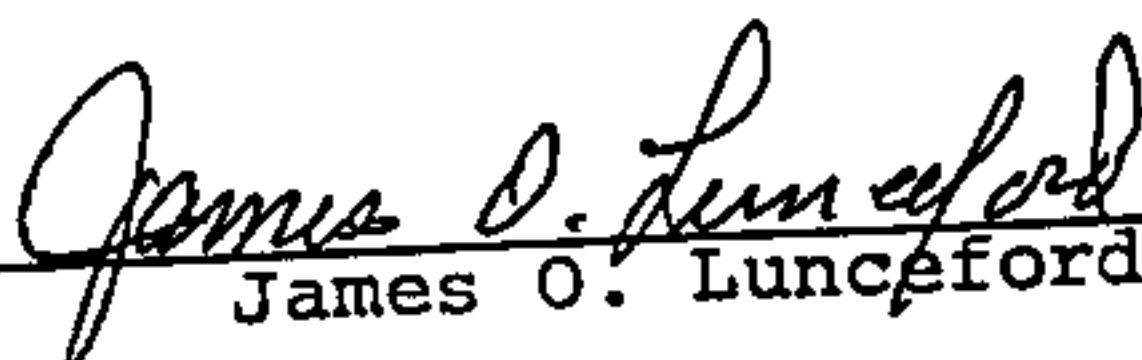
or at such other place as the holders may designate in writing, delivered or mailed to the debtor, in monthly installments of Five Thousand Two Hundred Forty-Six & 90/100 (\$5,246.90) Dollars, commencing on the first day of December, 1986 and continuing on the first day of each month thereafter until this note is fully paid.

Privilege is reserved to prepay at any time, without penalty, the entire indebtedness or any part thereof.

This note is secured by mortgage of even date on real estate described therein, executed by the undersigned, to the payees herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable. Failure of the holder hereof to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue thereafter at the rate stated above.


EXHIBIT A

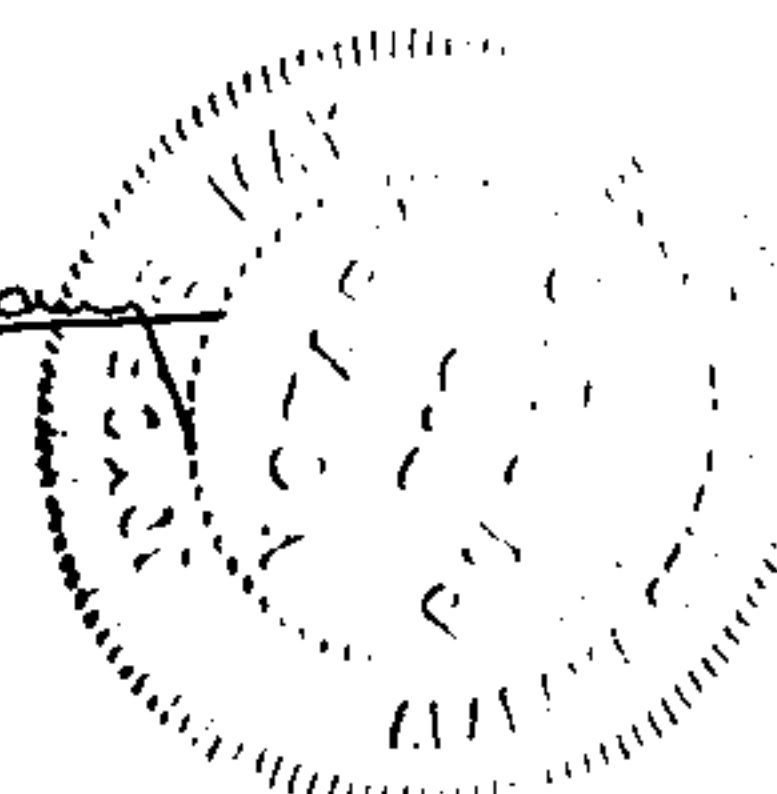
Presentment, protest and notice are hereby waived. The drawer and endorser(s) of this note also waive the benefit of any exemption, valuation or appraisement laws as to this debt, and agree to pay all costs of the collecting or securing or attempting to collect or to secure this note, including a reasonable attorney's fee.


James O. Luncford

THIS IS TO CERTIFY that this is the note described in, and secured by, mortgage of even date herewith and in the same principal amount as herein stated and secured by real estate situated in Shelby County, Alabama.

This the 31st day of October, 1986.


Notary Public



THIS INSTRUMENT WAS PREPARED BY:

Joyce E. May
Attorney at Law
2121 Highland Ave So. #200
Birmingham, AL 35205

MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned James O. Lunceford is justly indebted to Fred L. McDaniel and wife, Eleanor W. McDaniel in the sum of Seven Hundred Ten Thousand and No/100 (\$710,000.00) Dollars evidenced by one promissory note of even date herewith, executed and delivered to the said mortgagees simultaneously herewith in the amount of \$710,000.00 with interest at the rate of 7.5% per annum until paid, payable in monthly installments of \$5,246.90 commencing on the first day of December, 1986, and continuing on the first day of each month thereafter until the principal and interest are fully paid and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, James O. Lunceford does, hereby grant, bargain, sell and convey unto the said Fred L. McDaniel and wife, Eleanor W. McDaniel, (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows; Begin at the Southeast corner of said 1/4 1/4 section thence in a Westerly direction along the South line of said 1/4- 1/4 section a distance of 313.96 feet, thence 7 degrees 59 minutes right in a Northwesterly direction a distance of 466.7 feet to a point on the Easterly right of way of a street, thence 101 degrees 42 minutes right in a Northeasterly direction a distance of 115.7 feet to the beginning of a curve to the right, said curve having a central angle of 7 degrees 31 minutes and a radius of 1497.29 feet, thence along arc of said curve in a Northeasterly direction a distance of 196.43 feet to end of said curve in a Northeasterly direction a distance of 231.06 feet to the beginning of a curve to the right, said curve having a central angle of 59 degrees 13 minutes and a radius of 106.91 feet, thence along arc of said curve in a Northeasterly direction a distance of 110.49 feet to end of said curve thence continue in a Northeasterly direction a distance of 67.5 feet to the beginning of a curve to the right, said curve having a central angle of 5 degrees 35 minutes and a radius of 1000.32 feet, thence along arc of said curve in an Easterly direction a distance of 97.48 feet to end of said curve, thence continue in an Easterly direction a distance of 94.94 feet to the beginning of a curve to the right, said curve having a central angle of 36 degrees 41 minutes and a radius of 125.81 feet thence along arc of said curve in a Southeasterly direction a distance of 80.55 feet to end of said curve, thence continue in a Southeasterly direction a distance of 142.33 feet to the point on the southwesterly right of way of a street, said point being on a curve to the left, said curve having a central angle of 60 degrees and a radius of 50.0 feet thence along arc of said curve in a Southeasterly direction a distance of 52.36 feet, thence 51 degrees 05 minutes right, measured from tangent of said curve, in a Southerly direction a distance of 456.38 feet to the point of beginning.

EXHIBIT B

The property being conveyed herein is conveyed subject to the following:

A. Mortgage from Carlos H. Johnson and wife, Frances Elaine Johnson and Fred L. McDaniel and wife, Eleanor W. McDaniel to Monumental Life Insurance Company and Volunteer State Life Insurance Company, as their interest may appear, filed for record on Jan. 16, 1974 at 11:05 a.m. and recorded in Volume 336, page 649, in the Probate Office of Shelby County, Alabama.

B. Ad valorem taxes for the year 1987 which said taxes are not due and payable until October 1, 1987.

C. Right of way to Alabama Power Company as recorded in Volume 278, page 494, Volume 101, page 504, Volume 145, page 377, Volume 158, page 558, Volume 180, page 288, and Volume 101, page 502, in the Probate Office of Shelby County, Alabama.

D. Right of way to Shelby County as recorded in Volume 101 page 250 and Volume 153, page 295, in said Probate Office.

E. Right of way to Southern Bell Telephone and Telegraph Company as recorded in Volume 252, page 871, in said Probate Office.

The property conveyed herein has never constituted the homestead of the Grantor herein.

Said property is warranted free from all incumbrances and against any adverse claims unless noted above.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without

first taking possession, after giving twenty one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Morgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, I have hereunto set our hands and seals on this the 31st day of October, 1986.

WITNESSES:

James O. Lunceford

Inst # 1995-00029

STATE OF ALABAMA

SHELBY COUNTY

01/03/1995-00029
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
26.00

GENERAL ACKNOWLEDGMENT 008 MCD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James O. Lunceford whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day
of October, 1986.

James O. Lunceford
Notary Public

Inst # 1995-00029