

THIS INSTRUMENT PREPARED BY: Richard W. Theibert, Attorney  
Najjar Denaburg, P.C.  
2125 Morris Avenue, Birmingham, Alabama 35203

MORTGAGE MODIFICATION AGREEMENT

THE STATE OF ALABAMA)  
COUNTY OF SHELBY )

This Agreement is by and between Compass Bank, (hereinafter referred to as "Bank") and C. Allison Ammons, an unmarried woman, (hereinafter referred to as "Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Real Estate Note dated June 28, 1993 ("Note"); and secured by a Mortgage on real property situated in Shelby County, Alabama, such Mortgage being recorded in Instrument #1993-19536, in the Office of the Judge of Probate of Shelby County, Alabama, ("Mortgage"); and

WHEREAS, Borrower and Bank desire to modify the terms of said Mortgage set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the Mortgage is modified as follows:

A new Adjustable Rate Real Estate Note, which is hereby attached and incorporated by reference, dated September 1, 1995 in the amount of \$107,009.06 modifying certain terms of that Real Estate Note as mentioned above which has been executed by the above referenced Borrower to be secured by the above referenced Mortgage.

It is also the intent and purpose of this mortgage modification to remove the Borrower, Murray D. Terrell, from said loan as Murray D. Terrell divested all his right, title, interest and claim in and to the above described real property by virtue of a Final Judgment of Divorce, dated November 3, 1994, Case No. DR-94-343 and also vested title to Allison Ammons Terrell by a Quit Claim Deed dated November 23, 1994 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #1994-35245.

C. ALLISON AMMONS is one and the same person as the ALLISON AMMONS TERRELL recited in that Deed recorded in the Probate Office of Shelby County, Alabama in Instrument # 1994-35245 reflecting the same above mentioned property.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 1st day of September, 1995.

LENDER:

Compass Bank

BY:

ITS:

*Edward L. Neek*  
*Real Estate Officer*

BORROWER:

*C. Allison Ammons*  
C. Allison Ammons

Inst # 1995-26044

09/19/1995-26044  
09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.00

Inst # 1995-26044

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Susan F. DuBose, whose name as Real Estate Officer of Compass Bank, a Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 1st day September, 1995.

Brenda Brooks  
Notary Public  
My commission expires: June 12, 1998

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Allison Ammons, an unmarried woman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day September, 1995.

Dann Sue Underwood  
Notary Public  
My commission expires: MY COMMISSION EXPIRES JUNE 23, 1997



**ADJUSTABLE RATE  
REAL ESTATE NOTE**  
(1 Year Treasury Index - Simple Interest)

C. Allison Ammons

|             |         |                        |
|-------------|---------|------------------------|
| FILE UNDER: |         |                        |
| Birmingham  | ALABAMA | \$ 107,009.06          |
| September 1 | 19 95   | LOAN OFFICER S. DuBose |

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received this date, September 1, 1995, I promise to pay the original principal sum of One Hundred Seven Thousand Nine and 06/100 Dollars (\$ 107,009.06) and any amounts advanced or paid for me under this note (the total amount is called "principal"), plus interest, to the order of COMPASS BANK (the "Bank"). I understand that the Bank may transfer this note. The Bank or anyone who takes this note by transfer and who is entitled to receive payments under this note will be called the Lender.

**2. INTEREST**

Interest will be charged on that part of principal which has not been paid beginning on the date of this note. I will pay interest at an initial yearly rate of 7.75 percent. The interest rate I will pay will change in accordance with Section 4 of this note.

**3. PAYMENTS**

I will pay the amounts due under this note by making consecutive monthly payments on the first day of each month, beginning October 1, 1995. If required by the Lender, I will pay one-twelfth (1/12) of my annual taxes and insurance on the mortgaged property (the escrow requirement) as part of my monthly payment. Lender will apply my payments first to the escrow requirement, second to interest, third to late charges and Lender's costs and expenses (as described in Section 8 below) and then to principal.

If the Lender receives a payment amount that is not sufficient to pay all interest which has been earned by Lender since my last payment, the Lender may advance an amount equal to the interest earned but unpaid after application of my payment. The amount advanced by Lender will be added to the principal of this note, and I will pay interest on the amount advanced.

My first 60 monthly payments will be in the amount of \$ 827.55 (the "Beginning Monthly Payment"). Each year, after Lender has received my 12 previously scheduled payments, the Lender will use the balance due under this note and the interest rate applicable to this note at that time to calculate my adjusted monthly payment amount.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) CHANGE DATES**

The interest rate I will pay may change on the first day of September, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) THE INDEX**

Beginning with the first Change Date, my interest rate will be based on an index. The index will be the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The index is published in the "Key Money Rates" section of USA TODAY. The most recent index figure available before each Change Date is called the "Current Index." If the index is no longer available, the Lender will choose a new index which is based upon comparable information. The Lender will give me notice of its choice.

**(C) CALCULATION OF CHANGES**

On each Change Date, the Lender will calculate my new interest rate by adding 2.80 percentage points to the Current Index. This sum will be my new interest rate until the next Change Date, subject to any limits in Section 4(D) below.

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I owe at the Change Date in full by January 1, 2019, which is the maturity date of this note. The result of this calculation will be the new amount of my monthly payment.

**(D) LIMITS ON INTEREST RATE CHANGES**

My interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never go below 5.00 percent nor be greater than 13.75 percent.

**(E) EFFECTIVE DATE OF CHANGES**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again or until I have fully repaid this note.

**(F) NOTICE OF CHANGES**

The Lender will mail or deliver to me a notice containing my new interest rate and the amount of my monthly payment. The notice will include information required by law to be given me. Any notice to me may be sent or delivered to the address stated below, or to such other address as I may designate to the Lender in writing.

**5. THIS NOTE SECURED BY REAL ESTATE**

In addition to the protections given to the Lender in this note, a mortgage, deed of trust or deed to secure debt dated September 1, 1995 (the "Security Instrument") and covering real property owned by me is given to secure payment of this note and to provide to Lender protections from possible losses which might result if I do not keep the promises which I made in this note. That Security Instrument describes how and under what conditions I may be required to make Immediate Payment in Full (as described in Section 8 of this note) of all amounts that I owe under this note. It also describes other circumstances where the Lender may make advances or payments me.

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

Any prepayment of principal may result in this note having an earlier maturity date than shown in Section 4 above.

(Check One)

☒ I may prepay all or any part of the principal of this note at any time without penalty.

☐ I will pay a prepayment charge if I pay the principal amount of this note before it is due. The prepayment charge will be \_\_\_\_\_

**7. PURPOSE AND BENEFIT OF LOAN**

The purpose of this loan is: refinance

Check one: ☒ Personal, family or household. ☐ Business or commercial. ☐ Agricultural.

For cosigner disclosure purposes, the benefit of this loan is received by: Check one: ☒ all signers ☐ fewer than all signers ☐ not applicable if business, commercial, or agricultural loan.

SECTIONS 8, 9, 10, 11 and 12 APPEARING ON THE REVERSE SIDE OF THIS NOTE ARE A PART OF THIS AGREEMENT.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

695 Clay Pit Road  
Address  
Montevallo, Alabama 35115

Address  
665-0426  
Phone No.

C. Allison Ammons  
C. Allison Ammons

NOTICE: SEE REVERSE SIDE FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS

## ADDITIONAL TERMS AND CONDITIONS

### 8. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) LATE CHARGE FOR OVERDUE PAYMENTS

If the Lender has not received the full amount of any of my payments by the end of ten (10) calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be five percent (5%) of that portion of my monthly payment which is overdue, or \$ 50, whichever is greater. In no event will the late charge exceed \$100. I will pay this late charge only once on any late payment.

#### (B) DEFAULT

If I do not make the payments as described in Section 3 of this note, or I fail to pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender, I will be in default. If I am in default for this reason or for failure to keep any other promise which I make in this note or in the Security Instrument referred to in Section 5, the Lender may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount, (known as "Immediate Payment in Full"). The Lender will not have to give me prior notice of its decision to require Immediate Payment in Full.

I understand, that upon the occurrence of any one of the following additional events of default, that the Lender may require Immediate Payment in Full:

- (i) the death or insolvency of Borrower;
- (ii) the general assignment by, judgment against or filing of petition in bankruptcy by or against Borrower;
- (iii) the filing of application in any court for a receiver for Borrower; or
- (iv) the issuance of a writ of garnishment or attachment in a suit or action against any of the assets of Borrower.

Even if, at a time when I am in default, the Lender does not require me to make Immediate Payment in Full as described above, the Lender will still have the right to do so if, at a later time, I am in default again.

#### (C) PAYMENT OF LENDER'S COSTS AND EXPENSES

If the Lender has required me to make Immediate Payment in Full as described above, the Lender will have the right to be paid back for all of its reasonable costs and expenses and I will pay interest at the rate stated in Section 2 of this note until all amounts are paid. Reasonable costs and expenses include, for example, reasonable attorney's fees and costs of collection.

#### (D) RIGHT OF SET OFF

In addition to the rights of Lender upon default listed above and in the Security Instrument described in Section 5 of this note, I give to Lender the right to apply to or set off against the amount I owe to Lender under this note any and all money on deposit with or other property in the possession, control or custody of Lender if the Lender has required me to make Immediate Payment in Full. The Lender will not have to give me prior notice of its decision to require Immediate Payment in Full or to set off against the amount I owe under this note.

### 9. LENDER'S RIGHTS IF BORROWER SELLS OR TRANSFERS THE PROPERTY

If I voluntarily or involuntarily sell or transfer all or part of the real property or any rights in the real property, which are subject to the Security Instrument I give to protect the Lender described in Section 5 of this note, Lender may require Immediate Payment in Full.

### 10. BORROWER'S WAIVERS

I recognize that I have certain rights to exempt some of my real and personal property from being taken to satisfy my debts to a creditor such as Lender. These rights of exemption are given to me by the Constitution or laws of the United States, and the Constitution or laws of the State of Alabama or some other state and may be waived by me. I hereby voluntarily and knowingly waive all of these rights of exemption as they relate to any property specifically given to Lender to secure payment of this or any other note under any security agreement, mortgage or other property conveyance.

I also waive my rights to require the Lender to do certain things. Those things are (A) to demand payment of amounts due (known as "presentment"), (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this note, or (ii) who agrees to make payments to the Lender if I fail to keep my promises under this note, or (iii) who signs this note to transfer it to someone else also waives these rights.

### 11. UNCONDITIONAL RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this note, each of us is fully and personally obligated to pay the full amount and to keep all of the promises made in this note. Anyone else (i) who agrees to keep the promises made in the note, or (ii) who agrees to make payments to the Lender if I fail to keep my promises under this note, or (iii) who signs this note to transfer it to someone else is also obligated to do these things. The Lender may enforce its rights under this note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The Lender is not required to proceed first against any property given to secure this note before requiring us to pay.

If more than one person signs this note, the Lender may agree with any one of us to take the following action without notifying any other person or obtaining their consent and without changing the obligation of any of us to pay the full amount owed:

- (i) accept prepayment of the note;
- (ii) extend the note for any length of time or otherwise revise the terms of the note; or
- (iii) substitute, release or exchange any of the real or personal property given to secure the note.

Any person who takes over my rights or obligations under this note, including those persons receiving or managing my property after my death (known as heirs, executors, or administrators") will have all of my rights and must keep all of my promises made in this note.

### 12. INVALIDITY OF ANY PROVISIONS; MISCELLANEOUS

Lender and I intend to comply strictly with all of the laws applicable to this note, and agree that this note shall be read by any court to fulfill this intention. The interest charged under this note shall not exceed the maximum allowed by law, but will be limited to the maximum amount allowed by the usury laws as construed by courts having jurisdiction. Lender and I intend that each and every provision of this note shall be valid and enforceable to the fullest extent permitted by law. If any provision of this note becomes invalid or unenforceable, the remaining provisions shall not be affected.

This note and the Security Instrument I give to protect the Lender contain the entire agreement between myself and the Lender. Any change in the agreement must be in writing.

Inst # 1995-26044

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09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.00