

Inst # 1996-00920
01/10/1996-00920
01:46 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

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LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of November, 1995, between
Andress Engineering Associates, Inc.

_____, ("Borrower")
and First Federal Savings Bank _____ ("Lender"), amends

and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the
"Security Instrument"), dated MARCH 3RD, 1995, and recorded in Book or Liber INSTRUMENT#1995-08093
at page(s) _____, of the JUDGE OF 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 Lot 4 Airpark Industrial Complex Alabaster AL
35007
[Property Address]

the real property described being set forth as follows:

Lot 4, according to the Survey of Airpark Industrial Complex, as recorded in Map Book 13, Page 136, in
the Probate Office of Shelby County, Alabama.

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 November 30, 1995, the amount payable under the Note and the Security Instrument (the "Unpaid Principal
Balance") is U.S. \$ 416,500.00, 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 10.000 % (the "initial rate of interest"), from November 30th
1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 4,475.73, beginning on the
1st day of December, 1995, and continuing thereafter on the same day of each succeeding month until
principal and interest are paid in full. If on November 1, 2010 (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 understands and agrees that the initial rate of interest may change on the first day of NOVEMBER
1996, and on that day every 12 month thereafter on the "change date" as such term is defined in the Note and Security
Instrument.

The Borrower will make such payments at 1630 4th Avenue North Bessemer, AL 35020
_____ or at such other place as the Lender may require.

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, including:

- (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.

UBSTANTIALLY SIMILAR TO Form 3170 2/88

AN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

F1214 LMG (11/95)

Page 1 of 2

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(Constr/Perm ARM)

STONE, PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSEMER, ALABAMA 35021

4. 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.

Witness: _____
Borrower Andress Engineering Associates, Inc. (Seal)

BY: **THOMAS R ARMSTRONG, ITS PRESIDENT**

Witness: _____
Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Lender: **FIRST FEDERAL SAVINGS BANK**

Witness: _____
By: W. Max Adams (Authorized Officer Name)

W. MAX ADAMS

Witness: _____
Its: **ASST. V.P.** (Authorized Officer Title)

(Space Below this Line for Acknowledgments)

STATE OF ALABAMA
COUNTY OF JEFFERSON

} ss:

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that THOMAS R ARMSTRONG whose name as PRESIDENT OF ANDRESS ENGINEERING ASSOCIATES, INC Corporation, 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, as such officer and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 30th day of November 1995

My Commission expires: 1/3/2000

Brenda R Fitts
Notary Public

STATE OF ALABAMA
COUNTY OF JEFFERSON

} ss:

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. MAX ADAMS whose name as ASST. V.P. of First Federal Savings Bank, a Corporation, 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, as such officer and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 30th day of November 1995

My Commission expires: 1/3/2000

Brenda R Fitts
Notary Public

PREPARED BY: Brenda R. Fitts
First Federal Savings Bank
1630 Fourth Avenue North
Bessemer, Alabama 35020

COMMERCIAL ADJUSTABLE RATE RIDER (New York Prime Rate-Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of November, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 4 Airpark Industrial Complex Alabaster AL 35007

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.000 % which is 1.000 percent above New York Prime Rate. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 1996, and on that day every 12 months 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" is the rate equivalent to the New York Prime Rate to which this rate is tied as last published in the preceding month of the Wall Street Journal, and the change in the rate of interest herein shall be determined and become effective as of the first day of the following month.

(C) Calculation of Changes

Before each Change Date, the note Holder will calculate my new interest rate by adding Two and 000/1000 percentage points (2.000 %) to the Current Index.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. 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 less than 10.000 %.

(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.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.


Borrower **Andress Engineering Associates, Inc.** (Seal)
BY: THOMAS R ARMSTRONG, ITS PRESIDENT

Borrower (Seal)

Borrower (Seal)

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