

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of January, 1996, between JILL K. MEYER, O.D., P.C. AND JILL K. MEYER, INDIVIDUALLY ("Borrower") and BANK OF ALABAMA ("Lender"), amends and supplements (1) the Mortgage (the "Security Instrument"), dated JANUARY 3, 1996 and recorded in Instrument Number 1996-00769, of the Judge of Probate Records of Shelby County, Alabama 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 3429 HIGHWAY 31, PELHAM, ALABAMA 35124, the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

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 January 12, 1996, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") was reduced and is **THREE HUNDRED TWENTY-TWO THOUSAND DOLLARS (U.S. \$322,000.00)**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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; 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, the Borrower's covenants and agreement 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:

(a) all terms and provisions of the Note, Security Instrument and any other instrument or document that is affixed to, wholly or partially incorporated into, or is part of the Note or Security Instrument (if any) providing for, implementing, or relating to the monetary amount due and payable under the Note and the Security Instrument (the "Unpaid Principal Balance").

3. 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.

BANK OF ALABAMA

Lender

JILL K. MEYER, O.D., P.C.

Borrower

By: 

JOHN MCQUEEN, VICE PRESIDENT

By: 

JILL K. MEYER, PRESIDENT

02/29/1996-06598
03:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 13.50

1996-06598

AND

Jill K. Meyer
JILL K. MEYER, INDIVIDUALLY,
Borrower

STATE OF ALABAMA)
COUNTY OF Jefferson)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Jill K. Meyer, whose name as President of Jill K. Meyer, O.D., P.C., a corporation, 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 the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of February, 1996.

James A. Price
Notary Public

My commission expires: MY COMMISSION EXPIRES:
MAY 24, 1998

STATE OF ALABAMA)
COUNTY OF Jefferson)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that, Jill K. Meyer, 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 the conveyance she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of February, 1996.

James A. Price
Notary Public

My commission expires: MY COMMISSION EXPIRES:
MAY 24, 1998

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John McQueen, whose name as Vice President of Commercial Lending, Bank of Alabama, a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of February, 1996.

James A. Price
Notary Public

My commission expires: MY COMMISSION EXPIRES:
MAY 24, 1998

EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, THENCE RUN NORTH 85°17' EAST 66.0 FEET THENCE RUN SOUTH 18° EAST 323 FEET TO THE POINT OF BEGINNING THENCE RUN SOUTH 89° WEST 369 FEET (DEED) (367.81 FEET MEASURED) TO A POINT ON THE EAST RIGHT OF WAY OF U.S. HIGHWAY 31, THENCE SOUTH 18° EAST 105 FEET (DEED) SOUTH 18° 13' 41" EAST 105.31 FEET (MEASURED) ALONG SAID RIGHT OF WAY, THENCE RUN NORTH 89° EAST 369 FEET (DEED) NORTH 88° 58' 25" EAST 368.51 FEET (MEASURED), THENCE RUN NORTH 18° WEST 105 FEET (DEED) NORTH 18° 37' 13" WEST 103.35 FEET (MEASURED) TO THE POINT OF BEGINNING.

Inst # 1996-06598

02/29/1996-06598
03:17 PM CERTIFIED
BY COUNTY JUDGE OF PROBATE
13.50