

STATE OF ALABAMA
COUNTY OF SHELBY

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this 20TH day of SEPTEMBER, 1996 by and between WESLER, MICHAEL W, WESLER, CATHY A (hereinafter referred to as "Mortgagor"), and Collateral Mortgage, Ltd., an Alabama Limited Partnership (hereinafter referred to as "Mortgagee,) and

WHEREAS, by instrument dated APRIL 17, 1996, Mortgagor executed a Promissory Note and Note Rider to Collateral Mortgage, Ltd., an Alabama Limited Partnership, Loan Number 232893, in the original sum of \$ 500,000.00 which was secured by the Mortgage of even date of the following described real property located in SHELBY County ALABAMA

LOT 28, ACCORDING TO THE SURVEY OF HEATHER-
WOOD, 4TH SECTOR-2ND ADDITION, AS RECORDED
IN MAP BOOK 12, PAGES 79, 80, AND 81, IN THE
OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

Said Mortgage and certain Riders thereto were recorded in Deed Book MAP BOOK 12, Page 79, 80 AND 81

WHEREAS, Mortgagor and Mortgagee have agreed under the terms of Section 3 of the Note Rider to Modify said Note and Mortgage to reduce the permanent phase interest charged on the unpaid balance as indicated in Section 2 of the Note from 8.375% to 8.125 %.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby acknowledge to have been paid, Mortgagor and Mortgagee do hereby Modify and Amended said Promissory Note and Mortgage as Follows:

1. The permanent phase interest rate on the unpaid principal balance of said Note and Mortgage which is 500,000.00 until the 12/01/96, payment, shall be charge at the per annum rate of 8.125 (8.125 %) percent until the full amount of principal due under said Promissory Note and Mortgage are paid in full.
2. Said principal and interest shall be payable in monthly installments of \$ 3,712.49 commencing on the first day of DECEMBER 1, 1996 and like a similar installment on the same day of each month thereafter until the first day of NOVEMBER 1, 2026, when the entire unpaid principal plus interest shall be due and payable in full.
3. Said Promissory Note, Mortgage and any and all Riders thereto are hereby modified and amended to reflect a charge in the permanent phase's rate of interest from EIGHT AND ONE EIGHTH (8.125%) to EIGHT AND ONE-EIGHTH (8.125%) as herein provided.
4. Except as herein specifically modified, all other terms and conditions of said Promissory Note, Mortgage and all Riders thereto, shall remain in full force and effect.

Page 1 of 2 Inst # 1996-36796

11/05/1996-36796
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1996-36796

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has caused these presents to be executed.

Signed, Sealed and Delivered
in the presence of:

Sandra K. McDaniel
WITNESS

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES : 10-21-99

Mortgagors:

[Signature]
WESLER, MICHAEL W

[Signature]
WESLER, CATHY A

ATTEST
BY [Signature]

COLLATERAL MORTGAGE, LTD.
[Signature]
Assistant Vice President

[Signature]
UNOFFICIAL WITNESS

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 2-24-97