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1997-00998

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LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this the 19 day of December, 1996; by and between **The Richard A. Mumalo Revocable Trust dated November 6, 1990, as amended by Amendment No. One dated March 7, 1996,** hereinafter called "MORTGAGOR" and **SouthTrust Mortgage Corporation,** hereinafter called "MORTGAGEE".

RECITALS:

A. MORTGAGEE is the owner and holder of that certain Mortgage to Secure Debt, ("the Security Instrument"), dated May 15, 1996, made by the MORTGAGOR to MORTGAGEE, recorded in Instrument # 1996-19458, in the Probate Office of Shelby County, Alabama, securing a debt evidenced by a Note (NOTE) and Construction Loan Agreement dated May 15, 1996, in the original amount of \$250,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. MORTGAGOR, the owner in fee simple of all the property subject to the Security Instrument, has requested MORTGAGEE to modify Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of \$10.00, each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of the NOTE as November 1, 1996 is \$250,000.00.

2. The terms and provisions of the NOTE are amended and modified in accordance with the terms and provisions which provide:

The principal balance of the NOTE and Construction Loan Agreement are hereby amended to increase by the sum of \$50,000.00 the amount the Borrower owes to the Lender thus increasing current principal balance evidenced by the Note from \$250,000.00 to \$300,000.00. The Borrower simultaneously executes a note (NOTE) dated December 19, 1996 in the amount of \$50,000.00 as evidence

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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of the additional indebtedness secured by the mortgage and modification of mortgage. All other terms and conditions of the NOTE and Construction Loan Agreement remain unchanged.

3. The terms and provisions of the Security Instrument and/or the Rider are amended and modified in accordance with the terms and provisions which provide:

The Mortgage as evidenced by the Note is hereby amended to increase by the sum of \$50,000.00 the amount the Borrower owes to the Lender thus making the current principal balance evidenced by the NOTE (whether one or more), the sum of \$300,000.00. All other terms and conditions remain unchanged.

4. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in the Note, Security Instrument and/or Rider and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, Security Instrument and/or Rider, which are not inconsistent herewith.

5. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

LENDER:
SOUTHTRUST MORTGAGE CORPORATION

BY: 

ITS: VICE PRESIDENT

The Richard A. Mumalo Revocable
Trust dated November 6, 1990, as
amended by Amendment No. One dated
March 7, 1996

BY: 

Richard A. Mumalo (Trustee)

BY: 

Michael Chakos (Trustee)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that GUY WARREN, whose name as VICE PRESIDENT, of SouthTrust Mortgage Corporation, a Delaware 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 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 and seal of office this the 30th day of December, 1996.



NOTARY PUBLIC

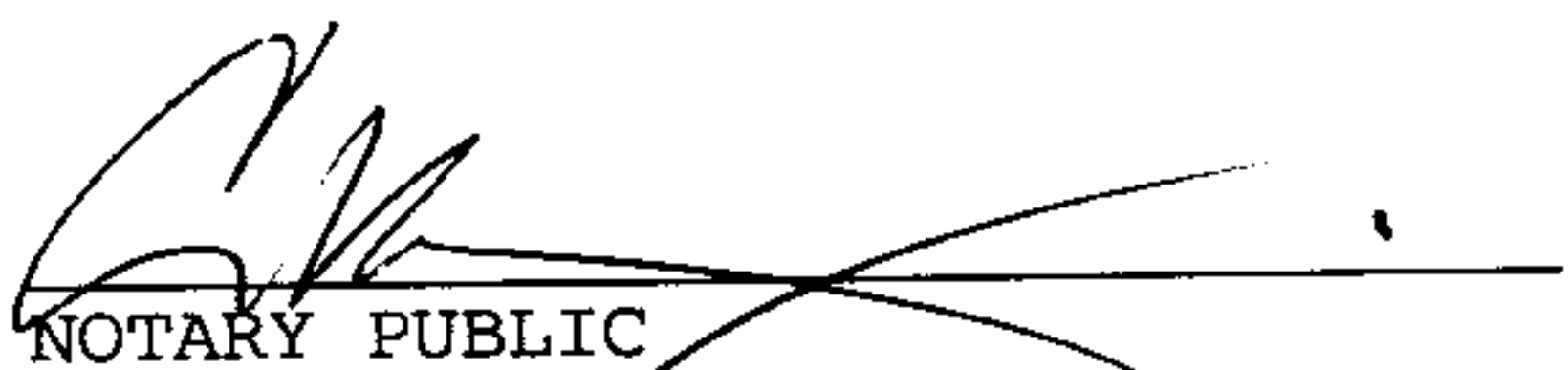
MY COMMISSION EXPIRES: 8-14-00

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES AUGUST 14, 2000.
RENEWED 08/14/00 BY NOTARY PUBLIC DOREEN L. WALKER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that Richard A. Mumalo, whose name as Trustee of the Richard A. Mumalo Revocable Trust dated November 6, 1990, as amended by Amendment No. One dated March 7, 1996, a trust, 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 trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this the 19 day of December, 1996.

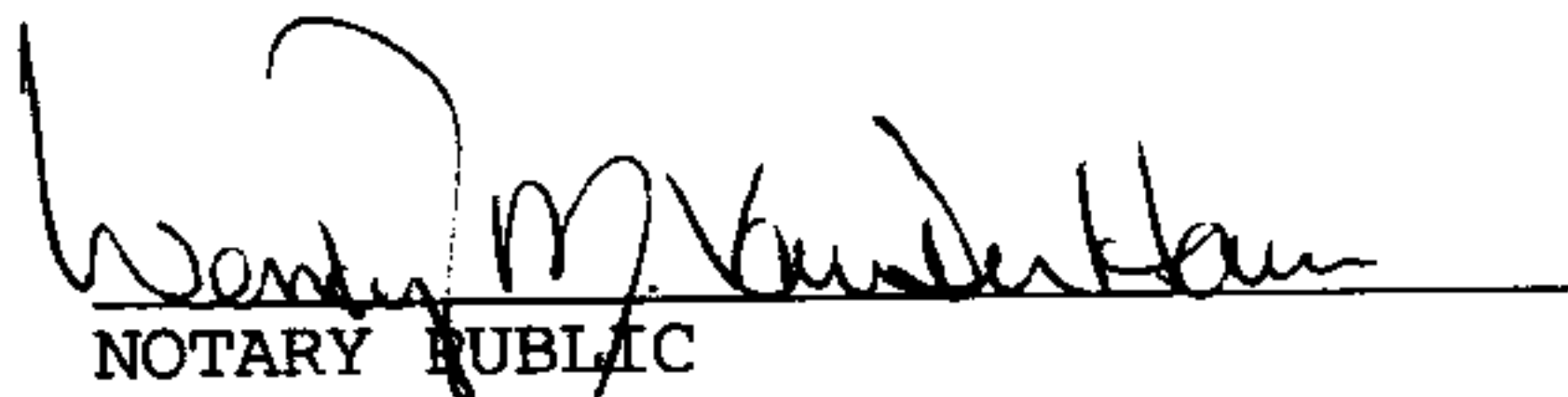

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-29-98

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that Michael Chakos, whose name as Trustee of the Richard A. Mumalo Revocable Trust dated November 6, 1990, as amended by Amendment No. One dated March 7, 1996, a trust, 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 trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this the 23rd day of December, 1996.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-26-98

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"OFFICIAL SEAL"  
Wendy M. Van Der Ham  
Notary Public, State of Illinois  
My Commission Expires 7/26/98  
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ALL/10/1997-00998
10:19 AM CERTIFIED
JEFFERSON COUNTY JUDGE OF PROBATE
9:10 AM

Inst. # 1997-00998