

Inst # 1997-08613

03/20/1997-08613
10:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 SNA 331.00

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11TH day of MARCH, 1997, between JOSEPH W. BLACKBURN and SHARON L. BLACKBURN, HUSBAND AND WIFE. ("Borrower") and FIRST COMMERCIAL BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MARCH 18, 1996 and recorded in Book or Liber 1996, at pages(s) 12307, 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 61 PUMPKIN HOLLOW, STERRETT, AL 35147 [Property Address]

the real property described being set forth as follows:

See attached Exhibit "A" for Legal Description, and also described in that certain mortgage recorded in Instrument #1996-12307, which is hereby amended so as to provide that the debt secured thereby, if not paid earlier, is due and payable on April 1, 2027.

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 March 11, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 210,000.00, 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 7.750 %, from MARCH 11, 1997. The Borrower promises to make monthly payment of principal and interest of U.S. \$1,504.47, beginning on the 1ST day of MAY, 1997, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on APRIL 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the



The Borrower will make such payments at FIRST COMMERCIAL BANK, 2000B SOUTHBRIDGE
PARKWAY, STE 500, BIRMINGHAM, AL 35209

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

4. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- of the date specified in paragraph No. 1 above:
- (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.

- Borrower has executed and acknowledges receipt of pages 1 and 2 of this Loan Modification Agreement.

By: W. Charlton Barger
W. CHARLTON BARGERON, VICE PRESIDENT

SHARON L. BLACKBURN (Seal)
- Borrower

_____ (Seal)
- Borrower

- Borrower

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ACCT# 14815

STATE OF ALABAMA

JEFFERSON COUNTY

On this 11TH day of March, 1997, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Joseph W. Blackburn and wife, Sharon L. Blackburn, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 11 day of March, 1997.

My Commission expires: 5/15/97


Notary Public

AFFIX SEAL

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Charlton Barger, whose name as Vice President of First Commercial Bank, 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 and official seal, this the 11TH day of March, 1997.

My Commission expires: ~~5/15/97~~

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 23, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.


Notary Public KATHY L. AMMONS

AFFIX SEAL

Page Three of LOAN MODIFICATION AGREEMENT from Joseph W. Blackburn and Sharon L. Blackburn to First Commercial Bank dated MARCH 11, 1997.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Unit No. 3, as shown on the Amended Map of Pumpkin Hollow - A Condominium, as recorded in Map Book 18, pages 54-A through F, inclusive, in the Probate Office of Shelby County, Alabama, as established by that certain Declaration of Condominium of Pumpkin Hollow - A condominium, which is recorded in Real Record 324, page 16, as amended by Amended and Restated Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded as Instrument #1994-04159, as further amended by second Amended and Restated Declaration of Condominium, which is recorded as Instrument #1994-10609, together with an undivided 1/42 interest in the common elements of the condominium, as set forth in said Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded in Real Record 324, page 16, as amended by Amended and Restated Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded as Instrument #1994-04159, as further amended by Second Amended and Restated Declaration of Condominium, which is recorded as Instrument #1994-10609, subject to dilution provisions set forth in Article VI, Item 4, and Article XXI of said amended declaration of condominium. Situated in Shelby County, Alabama.

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