

Union Planters National Bank  
7744 Poplar Avenue R97-2846  
Germantown, TN. 38138

MODIFICATION OF PROMISSORY NOTE  
AND DEED OF TRUST AND/OR MORTGAGE  
AND ADJUSTABLE RATE RIDER

Maximum principal indebtedness for Tennessee recording tax purposes is \$0.  
Does not increase principal indebtedness.

WHEREAS, Union Planters National Bank fka Leader Federal Bank for Savings loaned to PAMELA I PATTERSON, AND HUSBAND ROBERT E. PATTERSON the sum of ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED NINETY AND NO/100THS as evidenced by a Promissory Note and secured by a Deed of Trust and/or Mortgage, both bearing the date of 11/15/96 which Deed of Trust and/or Mortgage is recorded as instrument number 1996-39005 in the office of the Register of Deeds in SHELBY COUNTY, ALABAMA, to which reference is hereby made, securing the property herein described.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed that the principal balance of said indebtedness is as of this date \$ 146,960.00 The undersigned borrowers promise to pay said indebtedness but do hereby agree that the interest rate as stated in the Promissory Note shall be amended to be paid as follows:

On the first day of the month following the end of the construction period and on the first day of each and every month thereafter, the borrower shall pay principal and interest payments at the rate of 7.375 percent until the rate is adjusted as stated below, by adding 2.75 to the current U. S. Treasury securities adjusted to a constant maturity of one year.

My first payment under the permanent loan phase will be due on JUNE 1, 1997. The amount of this payment will be determined in the manner as described in the Note being amended.

The adjustable rate I will pay under the permanent loan phase may change on the first day of NOVEMBER 1, 1999 and on that day every 12 months thereafter.

The interest rate I am required to pay at the first change date will not be greater than 9.375 percent nor less than 5.375 percent. Thereafter my interest rate will never be increased or decreased on any single change date by more than 2 percent from the rate of interest that I have been paying during the prior rate period, except during the initial note period. My adjustable interest rate will never be greater than 12.375 percent. The interest rate limits of this Modification will not apply if I exercise my conversion option.

Before each change date, the Noteholder will calculate my new interest rate by adding 2.75 percent to the current index. The Noteholder will then round the result of this addition to the nearest one-eighth of one percent (.0125%) subject to limits above.

In addition, it is mutually agreed that the lien of said Deed of Trust and/or Mortgage securing said indebtedness is hereby specifically extended or modified to be that date ten (10) years from and after the maturity of NOVEMBER 1, 2027

In all other aspects said Promissory Note and Deed of Trust and/or Mortgage and Adjustable Rate Rider shall remain in full force and effect and said borrowers promise to pay said indebtedness as amended herein and to perform all other obligations in said Promissory Note and Deed of Trust and/or Mortgage as provided therein.

WITNESS OUR HANDS THIS 7TH DAY OF MAY, 1997

UNION PLANTERS NATIONAL BANK

BY: \_\_\_\_\_  
TITLE \_\_\_\_\_

Inst # 1997-14456

05/09/1997-14456  
09:38 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

Inst # 1997-14456

BORROWERS:

Pamela M. Patterson  
PAMELA M. PATTERSON

Robert E. Patterson  
ROBERT E. PATTERSON

PROPERTY ADDRESS: 362 WIXFORD TRACE  
ALABASTER, AL 35007

STATE OF  
COUNTY OF SHELBY

On this 7TH day of MAY, 1997, before me, a Notary Public in and for said county and state, duly commissioned and qualified, personally appeared PAMELA M. PATTERSON & ROBERT E. PATTERSON before me known to be the person described in and who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR free act and deed.

Witness my hand and notarial seal at office the day and year above written.

MY COMMISSION EXPIRES: 5-20-00

[Signature]  
NOTARY PUBLIC

STATE OF  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said county and state, duly commissioned and qualified, \_\_\_\_\_ with whom I am personally acquainted, and who, upon oath, acknowledged \_\_\_\_\_ to be the \_\_\_\_\_ of Union Planters National Bank, the within named bargainer, and that \_\_\_\_\_, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by \_\_\_\_\_ as such officer.

Witness my hand and notarial seal, at office, this the \_\_\_\_ day of \_\_\_\_\_, 1997.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

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