

First Union
Mortgage Corporation

Acct # 1054017
ALL INTANGIBLE TAX DUE ON THIS LONG
TERM NOTE HAVE BEEN PAID

Modification Agreement

Prepared By: Angela N. Cool
After Recording Mail To:
First Union Mortgage Corporation
P.O. Box 12701
Roanoke, Virginia 24027-2701

Date March 22, 1996

Inst # 1997-19524

First Union National Bank of Georgia (hereinafter referred to as "Lender"), and Joseph James Plaia and Jacqueline C. Plaia (each individually and all collectively, hereinafter referred to as "Borrower") hereby agree as follows:

-WITNESSETH-

THAT, WHEREAS, the Borrower has executed and delivered to the Lender the negotiable interest bearing note dated December 21st, 1992 for \$ 115,200.00, (the "Note") secured by a deed of trust of record in the Clerk of Circuit Court for Shelby County, AL as instrument #1992-31755
Recording Office City or County and State

~~in Deed Book xxxxxx page xxx~~, upon certain real estate more particularly described in said deed of trust, and

WHEREAS, the principal outstanding balance of the said debt is \$112,827.73, and interest thereon has been paid to (date) March 1, 1996, and

WHEREAS, the Lender is now the Legal Holder of the aforesaid Note; and

WHEREAS, the Borrower now desires to modify the terms of the aforesaid Note, and the Lender agrees to such changes;

NOW THEREFORE, in consideration of the premises, the parties hereto do covenant and agree as follows:

The Borrower covenants and agrees to pay the principal balance of \$112,827.73, with interest on the unpaid balances thereof from time to time remaining at the rate of 6.750 % per annum, the said indebtedness, principal and interest, being payable in 180 consecutive monthly installments of \$ 998.42 each beginning on (date) April 1, 1996, and on the First day of each succeeding month thereafter until the entire indebtedness, principal and interest, shall have been paid. Except that any remaining indebtedness if not sooner paid, shall be due and payable on April 1, 2011. All such monthly payments shall be applied first to accrued interest and then to principal. Otherwise, the terms of the aforesaid Note remain unchanged and unimpaired.

At or prior to the execution of this Modification Agreement by the parties hereto, the Borrower shall pay Lender a Modification fee equal to \$ 1,117.00.

It is expressly agreed that if default be made in the payment of any one of the aforesaid installments of principal and/or interest, when and as the same becomes due and payable, then the unpaid balance of the aforesaid principal sum an accrued interest shall, at the option of the holder, become immediately due and payable.

It is further covenanted and agreed that the aforesaid deed of trust shall be and remain, unimpaired, in full force and effect as security for the payment of the aforesaid debt, as herein modified, with the same force and effect as if this modification had not been granted.

WITNESS the following signatures as of the first date written above.

For and in consideration of the promise of payment of the above described loan, the extension/modification herein described is hereby agreed to.

SEE REVERSE

06/23/1997-19524
10:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCO 12.00

Signed, sealed and delivered
in the presence of:

Jay R. L.
Unofficial Witness

Jay R. L.
Unofficial Witness

Borrower:

Joseph James Plaia
Joseph James Plaia

Jacqueline C. Plaia
Jacqueline C. Plaia

Notary Public J. S. Holt

County Jefferson

State of Georgia

My Commission Expires: 1-21-97

Signed, sealed and delivered
in the presence of:

Beeta C. Nelson
Unofficial Witness

Beeta C. Nelson
Unofficial Witness

First Union National Bank
of Georgia

By: Daniel N. Wright [SEAL]

Title: Daniel N. Wright, Assistant Vice President



COMMONWEALTH OF VIRGINIA

County of Roanoke

Notary Public Beeta C. Nelson

My Commission Expires: 9-30-98

Inst # 1997-19524

06/23/1997-19524
10:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00