

This Instrument Prepared By:  
Onnie D. Dickerson, III  
Dickerson & Morse, P.C.  
Attorneys-at-Law  
1920 Valleydale Road  
Birmingham, AL 35244

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## **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 7th day of November, 1997, between **Langley Land & Construction, Inc.** ("Borrower") and **UNION STATE BANK** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **February 20, 1997** and recorded in Instrument # 1997-06310 in the Probate Records of **Shelby County, Alabama**. In the original amount of **\$330,000.00** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal described in the Security Instrument and defined therein as the "Property", located at

**7001 Bradstock Court**  
**Hoover, Alabama 35242**  
**(Property Address)**

the real property described being set forth as follows:

**Lot 35, according to the Survey of Greystone, 7<sup>th</sup> Sector,**  
**Phase 1, as recorded in Map Book 18, Page 120 A , B, & C, in**  
**the Probate Office of Shelby County, Alabama .**

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):

11/13/1997-37106  
11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCO 17.00

Inst # 1997-37106

1. The Maturity Date of the Mortgage is hereby modified to real February 5, 1998.
2. 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;

(A) all terms and provisions of the Note and Security (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.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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

UNION STATE BANK

-Lender

By: Rudolph A. Carter

Jess E. Langley (Seal)  
JESS E. LANGLEY -Borrower

President  
Langley Land & Construction, Inc.

\_\_\_\_ (Seal)  
-Borrower

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in state, hereby certify that **Jess E. Langley, President of Langley Land & Construction, Inc.**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7<sup>th</sup> day of November, 1997.

Karen D. Hester  
Notary Public

My Commission Expires: 12-12-99

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