

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is made and entered into this 12th day of January, 1998, by and between DONALD E LLOYD CAROLINE H LLOYD
(hereinafter referred to as "Borrower"), and REGIONS BANK
(hereinafter referred to as "Lender") for the property located at 827 BISHOPS CT
HOOVER ALABAMA 35242

WITNESSETH:

WHEREAS, Borrower executed an adjustable rate note (the "Note") in favor of the Lender dated 06/27/97 in the original principal amount of \$ 150,000.00; and

WHEREAS, Borrower executed a mortgage, deed of trust or security deed (the "Security Instrument") dated 06/27/97, in favor of the Lender securing the indebtedness evidenced by the above referenced Note with a parcel of land described on Exhibit "A" attached hereto and incorporated herein by reference and being more particularly described in said Security Instrument; and

WHEREAS, the above referenced Security Instrument was recorded in INSTRUMENT Book 1997, Page 21739, of the Shelby County/Parish, Alabama, record on 7/10/97; and re-recorded in Instrument No. 1998-01777.

WHEREAS, the parties now desire to amend and modify the Note and the Security Instrument to provide for changes in the terms;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and the Security Instrument as herein set forth:

1.

The Note is herein amended and modified as follows:

- a. Paragraph 1 of the Note is herein amended to provide that the new loan amount shall be \$ N / A.
(If the loan amount has not changed, then place N/A in the preceding blank.)
- b. Paragraph 2 of the Note is herein amended to change the initial interest rate from 7.625 % to a fixed rate of 7.125 % and to provide that this new interest rate of 7.125 % shall be fixed throughout the term of the Note and will not change as had previously been provided in the second sentence of said Paragraph 2.
- c. Paragraph 3(A) of the Note is herein amended to provide that the monthly payments will begin on N / A.
(If the first payment date has not been changed, then place N/A in the preceding blank.)
- d. Paragraph 3(B) of the Note is herein amended to provide that the monthly payments will be in the amount of \$ 1,015.53, and to further provide that this amount will not change during the term of the Note.
- e. Paragraph 3(C) of the Note is herein deleted in its entirety.
- f. Paragraph 4 of the Note is herein deleted in its entirety.
- g. The second, third and fourth paragraphs of Paragraph 11 dealing with Transfer of the Property or a Beneficial Interest in Borrower is stricken in its entirety and is herein replaced with the following language:

"Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower."

1998-01778

01/20/1998-01778
08:13 AM CERTIFIED
BY COUNTY JUDGE OF PROBATE
16.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

h. The Construction and Conversion Rider to Adjustable Rate Note is herein deleted in its entirety.

2.

The Security Instrument is herein amended and modified as follows:

a. The Adjustable Rate Rider to the Security Instrument is herein deleted in its entirety.

b. The Construction and Conversion Rider to the Security Instrument is herein deleted in its entirety.

3.

All other terms and provisions of the Note and the Security Instrument not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents.

4.

Borrower herein represents and warrants that it is not in default under the terms of the Note or the Security Instrument, and further that it knows of no event that has occurred which, but for the passage of time, would constitute an event of default under the terms of the Note or the Security Instrument.

5.

(Check Appropriate Box)

☐ There are no intangible taxes due upon the recording of this Modification Agreement because the above referenced State does not collect an intangible tax on the recording of Security Instruments.

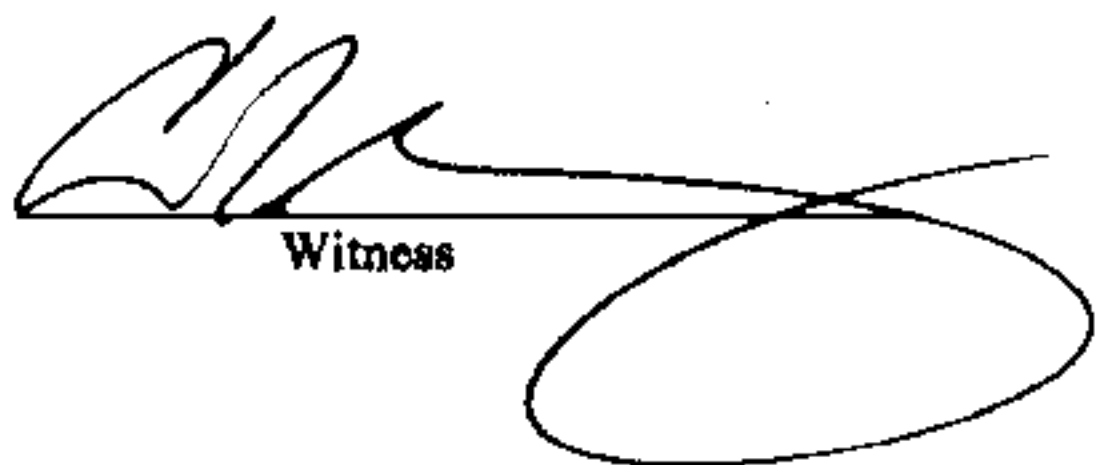
☐ There are no intangible taxes due upon the recording of this Modification Agreement because the intangible tax was paid at the time of the recording of the Security Instrument and the amount of the underlying indebtedness has not increased.

☐ There is an intangible tax due of \$ _____ because the amount of the underlying indebtedness has increased from \$ _____ to \$ _____. Such tax amount is herewith remitted at this time.

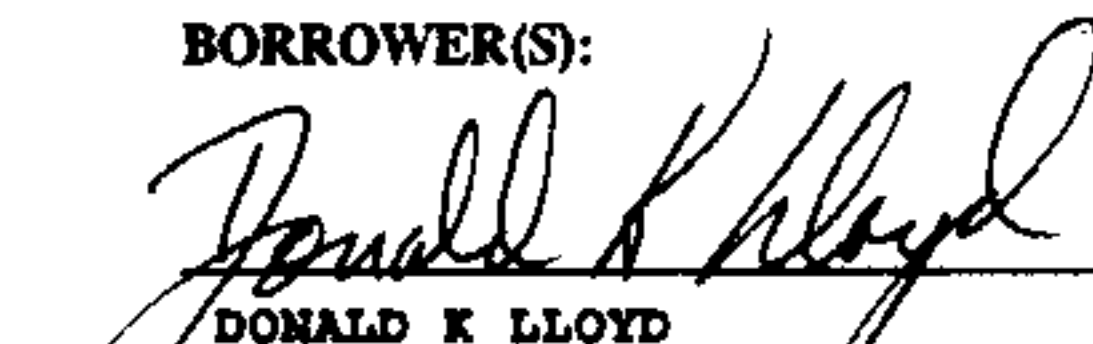
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.

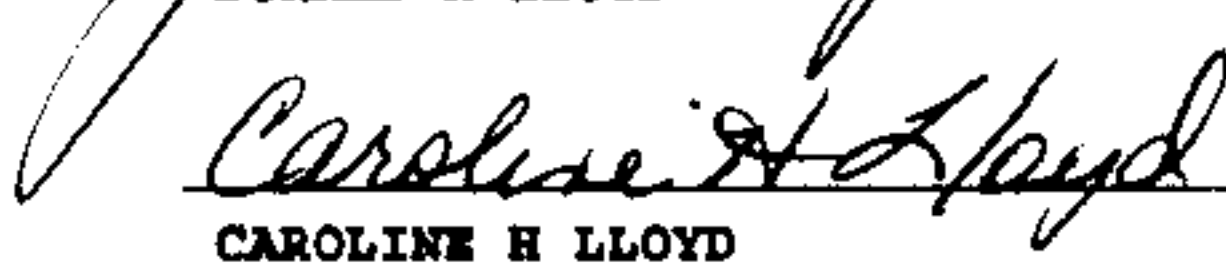
As To Borrower(s):

Signed, sealed and delivered
in the presence of:


Witness

BORROWER(S):

 (SEAL)
DONALD K LLOYD

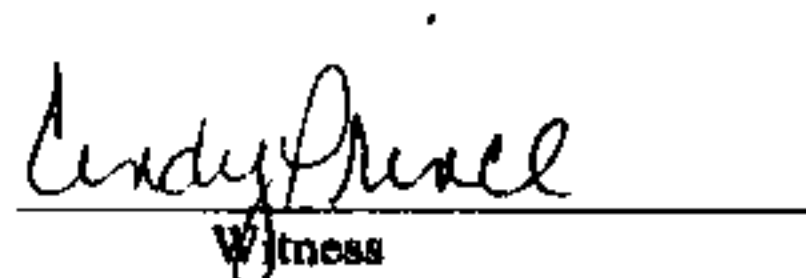
 (SEAL)
CAROLINE H LLOYD

____ (SEAL)

____ (SEAL)

As to Lender:

Signed, sealed and delivered
in the presence of:


Witness

LENDER: REGIONS BANK

By:  CHARLES L. WATKINS

Title: VP

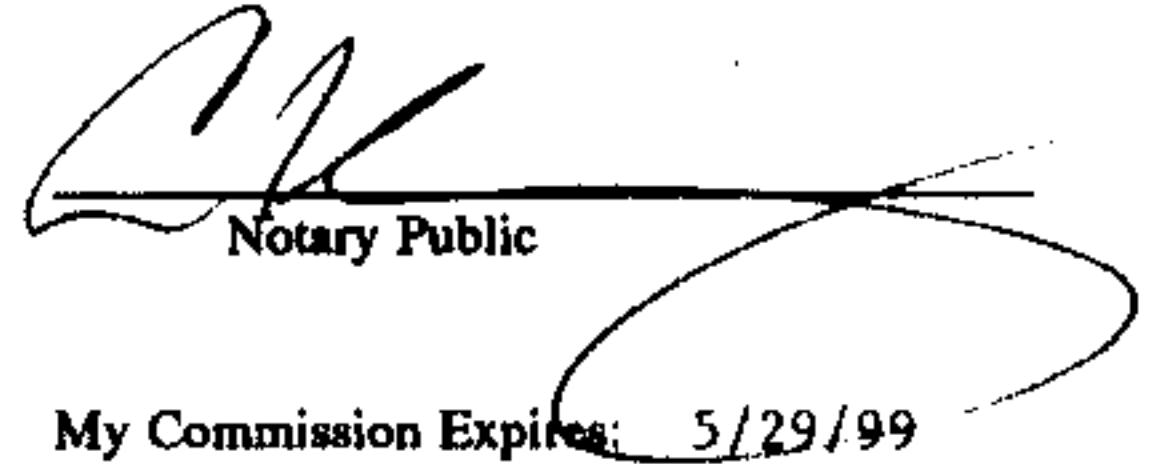
[CORPORATE SEAL]

ACKNOWLEDGMENT AS TO BORROWER(S)

STATE OF Alabama
COUNTY/PARISH OF Jefferson

This is to certify that before me, a notary public, personally appeared Donald K. Lloyd and Caroline H. Lloyd, each of whom is known to me personally (or proved to me their identity on the basis of satisfactory evidence) and who acknowledged before me on this day that he/she did execute the foregoing instrument voluntarily and of his/her own free will for the purposes therein contained.

Witness my hand and official seal, this 12th day of January, 19 98.


Notary Public
My Commission Expires: 5/29/99

ACKNOWLEDGMENT AS TO LENDER

STATE OF Alabama
COUNTY/PARISH OF Jefferson

This is to certify that before me, a notary public, personally appeared Charles L. Watkins known to me personally (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he/she is Vice President, of Regions Bank, a corporation, and did acknowledge that, as such officer and with full authority, he/she did execute, seal and deliver the foregoing instrument for and on behalf of the corporation and as the free act and deed of the corporation.

Witness my hand and official seal, this 13th day of January, 19 98.

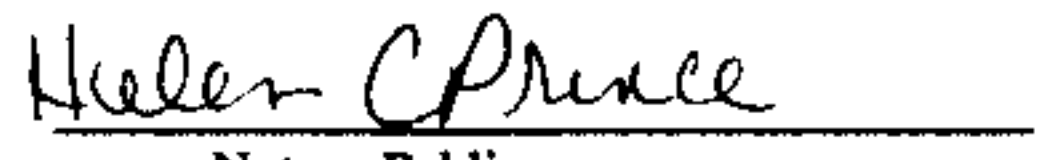

Notary Public
My Commission Expires: 3/26/2001

Exhibit "A"

Lot 11-A, according to a Resurvey of Lots 10 and 11, Greystone, 8th Sector, Phase I, as recorded in Map Book 23, Page 73, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the private roadways, Common Areas, and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama and all amendments thereto.

Inst # 1998-01778

01/20/1998-01778
08:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00