

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

Inst # 1998-02664

01/26/1998-02664
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NEL 16.00

Inst # 1998-00429

(Space Above This Line For Recording Data)

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 30th day of December, 1997, between **Ersline Johnson and wife Lamford R. Johnson** ("Borrower") and **STANDARD MORTGAGE CORPORATION OF GEORGIA** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **April 14, 1997** and recorded in Instrument # 1997-12419 in the Probate Records of Shelby County, Alabama, in the original amount of ~~\$322,450.00~~ ^{212,450.00} 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

7409 South Bishops Rock
Birmingham, AL 35242
(Property Address)

the real property described being set forth as follows:

Lot 31, according to the Survey of Greystone, 7th Sector, Phase IV, as recorded in Map Book 21, Page 35 A & B in the Probate Office of Shelby County, Alabama..

THE REASON FOR THE RE-RECORDING IS TO CORRECT THE LOAN AMOUNT AND THE FIRST PAYMENT DATE.

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):

01/07/1998-00429
12:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NEL 334.45

1. As of **December 30, 1997**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is reduced to U.S. **\$212,250.00**, consistent of the amount(s) loaned to the Borrowers 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 **7.125%** from **December 30, 1997**. The Borrower promises to make monthly payment of principal and interest of \$1,431.32 beginning on the 1st day of February, ~~1997~~¹⁹⁹⁸, and continuing thereafter on the same day each succeeding monthly until principal and interest are paid in full. If on January 1, 2028, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at **5775 Peachtree Dunwoody Road, #D-100, Atlanta, GA 30342** or at other place as the Lender may require.

3. If all or any part of the Property of 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.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may involk any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

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;

(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.

5. 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.

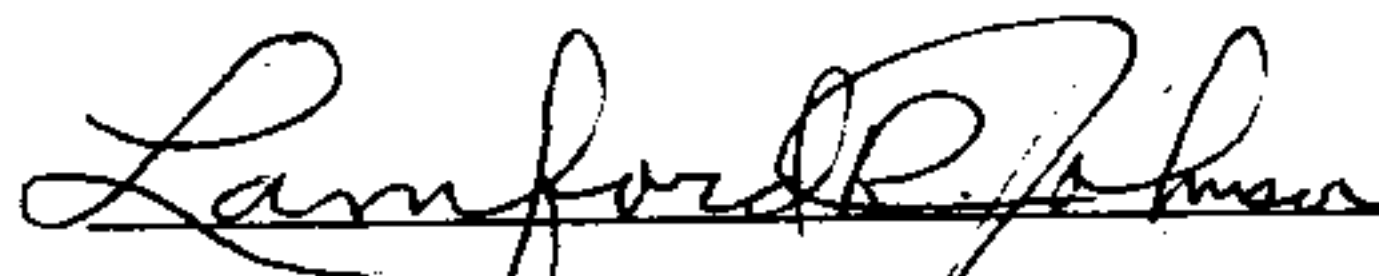
Borrower has executed and acknowledges receipt of pages 1 and 4 of this Loan Modification Agreement.

Standard Mortgage Corporation of Georgia

-Lender

 (Seal)
ERSKINE JOHNSON -Borrower

By: *Kevin J. O'Neil by
Amie D. Dickerson, III
his attorney-in-fact*

 (Seal)
LAMFORD R. JOHNSON -Borrower

STATE OF ALABAMA)
SHELBY COUNTY)

RECORDED
INDEXED
JAN 10 1993
SHELBY COUNTY, ALA.

I, the undersigned, a notary public in and for said county in state, hereby certify that **Erskine Johnson and wife Lamford R. Johnson**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of DECEMBER, 1997.

Waymond
Notary Public

My Commission Expires: 9/10/00

Inst # 1998-02664
01/26/1998-02664
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00

Inst # 1998-00429

01/07/1998-00429
12:44 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

Inst # 1998-00429