

29803-2152

Inst # 1998-11731

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of March 1998, between JACK E. MCGUIRE and RITA D. MCGUIRE, HUSBAND AND WIFE

FIRST COMMERCIAL BANK ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated SEPTEMBER 26, 1997 and recorded in Book or Liber 1997, at page(s) 31676 of the JUDGE OF PROBATE Records of SHELBY, Alabama [Name of Records] [County and State, or other Jurisdiction] and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

124 MCGUIRE LANE, PELHAM, AL 35124
(Property Address)

THIS IS TO CERTIFY THAT JACK E. MCGUIRE AND JACK EDWIN MCGUIRE IS ONE AND THE SAME PERSON.

MULTISTATE LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

12410-852U (9705) Form 3179 2/88
Page 1 of 4 MW 05/97 Initials: *EM*
VMP MORTGAGE FORMS - (800) 621-7291 *RM*



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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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):

1. As of MARCH 13, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 130,000.00 consisting of the amount(s) loaned to the Borrower 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 7.0 %, from MARCH 13, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 864.89 beginning on the 1ST day of MAY, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 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 800 SHADES CREEK PARKWAY,
BIRMINGHAM, AL 35209
or at such other place as the Lender may require.

3. If all or any part of the Property or 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 invoke 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 Instrument (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.

_____ (Seal) -Borrower	<u>Jack E. McGuire</u> JACK E. MCGUIRE	_____ (Seal) -Borrower
_____ (Seal) -Borrower	<u>Rita D. McGuire</u> RITA D. MCGUIRE	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
	FIRST COMMERCIAL BANK	_____ (Seal) -Lender
	By: <u>Stacey Dunn</u> STACEY DUNN	

EXHIBIT "A"

According to the boundary survey of the McGuire family Subdivision recorded in Map Book 17, page 35 and being more particularly described as follows:

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama; more particularly described follows:

Commence at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 22; thence run North along the West Section line of Section 22 a distance of 200.00 feet to the Point of Beginning; thence continue along the same course a distance of 156.80 feet; thence right 92 degrees 21 minutes 48 seconds a distance of 277.43 feet to the West Right-of-Way of McGuire Lane; thence right 87 degrees 36 minutes 11 seconds a distance of 156.80 feet along said West Right-of-Way; thence right 92 degrees 23 minutes 46 seconds a distance of 277.52 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that, **JACK E. MCGUIRE and RITA D. MCGUIRE, HUSBAND AND WIFE** whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of March, 1998.



Notary Public

My commission expires: 1-24-99

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **STACEY A. DUNN**, whose name as **VICE PRESIDENT** of **FIRST COMMERCIAL BANK**, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 13th day of March, 1998.



Notary Public

My commission expires: 1-24-99

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