

# LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of August, 1998, between ROBERT T. PODUBYNSKYJ and REGINA C. PODUBYNSKYJ, 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 FEBRUARY 26, 1998 and recorded in Book or Liber 1998, at page(s) 08575 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

103 PARADISE WAY, WILSONVILLE, AL 35186

[Property Address]

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

652-852U (9708)

Form 3179 2/88

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Initials

VMP MORTGAGE FORMS - (800) 222-2221



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08/17/1998-31704  
08:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 NEL 223.00

Inst # 1998-31704

the real property described being set forth as follows:

Reference Exhibit "A" Attached hereto made apart hereof.

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 AUGUST 5, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 135,180.00 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 7.00 %, from AUGUST 5, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 899.36 beginning on the 1ST day of OCTOBER, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 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>Robert T. Podubynskyj</u> ROBERT T. PODUBYNSKYJ (Seal) -Borrower
_____ (Seal) -Borrower	<u>Regina C. Podubynskyj</u> REGINA C. PODUBYNSKYJ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
	_____ (Seal) FIRST COMMERCIAL BANK -Lender
	By: <u>Stacey Dunn</u> STACEY DUNN

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that, **ROBERT T. PODUBYNSKYJ and REGINA C. PODUBYNSKYJ, 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 5th day of August, 1998.

  
Notary Public

My commission expires: 2/2/99

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 5th day of August, 1998.

  
Notary Public

My commission expires: 2/2/99

EXHIBIT A

LEGAL DESCRIPTION:

COMMENCE AT THE NE CORNER OF THE SW1/4 OF THE SW1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 2 EAST; THENCE RUN SOUTHERLY ALONG THE EAST LINE THEREOF FOR 880.90 FEET TO THE SOUTH LINE OF A 50' EASEMENT; THENCE 90°10'45" RIGHT RUN WESTERLY ALONG SAID SOUTH LINE FOR 277.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 300.00 FEET; THENCE 90°0'0" RIGHT RUN NORTHERLY FOR 551.70 FEET; THENCE 90°0'0" RIGHT RUN EASTERLY FOR 300.00 FEET; THENCE 90°0'0" RIGHT RUN SOUTHERLY FOR 551.70 FEET TO THE POINT OF BEGINNING. CONTAINING 3.80 ACRES.

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