

Loan # 4232807

Maximum principal indebtedness for recording tax purpose is \$0.00. Exactly same collateral of prior debt. Does not increase principal debt.

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8TH day of OCTOBER, 1998, between MICHAEL C KALLAHER AND SHIRLEY D KALLAHER Borrower(s)) and UNION PLANTERS BANK N. A. ("Lender"); amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt the ("Security Instrument"), dated SEPTEMBER 4, 1996, and recorded as Instrument No. 1996-39385 BK PG IN THE SHELBY COUNTY records of ALABAMA 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 139 BRYNLEIGH DRIVE CHELSEA, ALABAMA 35043 the real property described being set forth as follows:

LOT 23, ACCORDING TO THE SURVEY OF BRYNLEIGH ESTATES AS RECORDED IN MAP BOOK 19, PAGE 139 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)

1. As of NOVEMBER 1, 98, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$ 149,179.54, 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 7.000%, from NOVEMBER 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,012.87 beginning on the 1ST day of DECEMBER, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 1, 2026 (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

P. O. BOX 1785, MEMPHIS, TN. 38101-1785

or at such other place as the Lender may require.

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003 CRH 11.50

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 Property 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 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.

UNION PLANTERS BANK N. A.

  
MARSHA P. MURLEY  
Assistant Vice President

  
MICHAEL C. KALLAHER - Borrower

  
SHIRLEY D. KALLAHER - Borrower

STATE OF TENNESSEE  
COUNTY OF SHELBY

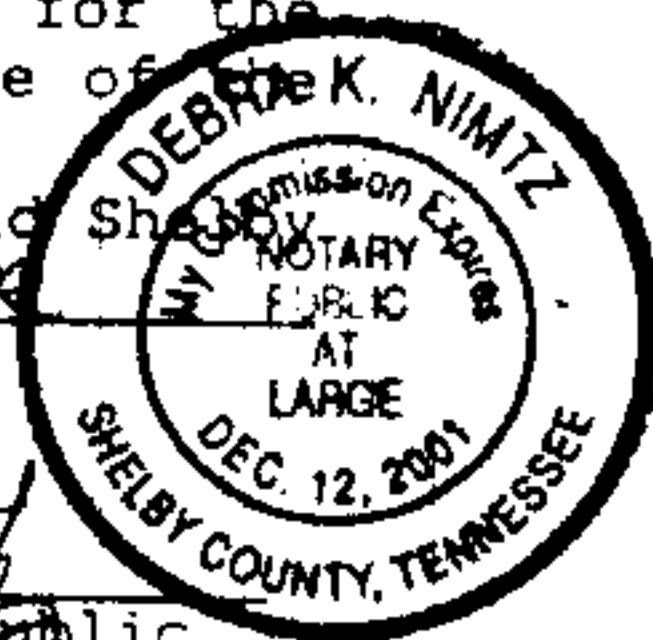
Before me, the undersigned a Notary Public, within and for said County and State, at Memphis duly commissioned and qualified, personally appeared MARSHA P. MURLEY with whom I am personally acquainted, and who, upon her oath, acknowledged herself to be the ASST. VICE PRESIDENT

OF UNION PLANTERS NAT'L BANK the within named bargainer a national banking association; and she as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the association by herself as such officer.

WITNESS my hand and Notarial Seal at my office in said County, at Memphis, this the 19TH day of OCTOBER, 1998.

My Commission Expires:  
DEC. 12, 2001

Debra K. Nimt  
DEBRA K. NIMTZ, Notary Public



STATE OF Alabama  
COUNTY OF Jefferson

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared  
MICHAEL C KALLAHER

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that HE executed the same as HIS free act and deed.

WITNESS my hand and Notarial Seal at office this 14th day of October, 1998.

My Commission Expires:  
MY COMMISSION EXPIRES 1-10-2001

Jobey L. Martin  
Notary Public

STATE OF Alabama  
COUNTY OF Jefferson

Before me, a Notary Public, in and for said State and County, Duly commissioned and qualified, personally appeared  
SHIRLEY D KALLAHER

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that SHE executed the same as HER free act and deed.

WITNESS my hand and Notarial Seal at office this 14th day of October, 1998.

My Commission Expires:  
MY COMMISSION EXPIRES 1-10-2001

Jobey L. Martin  
Notary Public

Prepared by : UNION PLANTERS BANK N.A.  
7130 GOODLETT FARMS PKWY.  
CORDOVA, TENNESSEE 38018

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