

- ☒ 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 Instrument. 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."

- ☒ 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:

- ☐ Effective as of _____, the new loan amount shall be \$ _____.
- ☐ The new maturity date shall be _____.
- ☒ The Adjustable Rate Rider to the Security Instrument is herein deleted in its entirety.
- ☒ 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. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument.

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):

BORROWER(S):

Signed, sealed and delivered
in the presence of:

Witness

William G Roden (SEAL)
WILLIAM G RODEN
Lynne C Roden (SEAL)
LYNNE C RODEN

(SEAL)

(SEAL)

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

As to Lender:

Signed, sealed and delivered
in the presence of:

LENDER:

REGIONS BANK

By: Kathy L. Young
Title: Vice President

Witness

Witness

[CORPORATE SEAL]

This instrument prepared by: _____

ACKNOWLEDGMENT AS TO BORROWER(S)

STATE OF ALABAMA
COUNTY/PARISH OF JEFFERSON

This is to certify that before me, a notary public, personally appeared _____
WILLIAM G. RODEN AND LYNNE C. RODEN

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 9th day of December, 1998.

Clayton T. Sweeney
Notary Public
Clayton T. Sweeney
My Commission Expires:
05/29/99

ACKNOWLEDGMENT AS TO LENDER

STATE OF Alabama
COUNTY/PARISH OF Jefferson

This is to certify that before me, a notary public, personally appeared Kathy L. Young 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 21st day of December, 1998.

Elizabeth M. Raper
Notary Public

My Commission Expires:
~~MY COMMISSION EXPIRES 06/11/2000~~

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public, in and for said county and
in said state, hereby certify that Lynne C. Roden, whose name as Attorney
in Fact for William G. Roden, under that certain Durable Power of Attorney
recorded on 12-28-1998 in Real/Instrument # 1998-51459
Page , in the Probate Office of Shelby County, Alabama, is

signed to the foregoing conveyance/instrument and who is known to me,
acknowledged before me on this day that, being informed of the contents
of the conveyance/instrument, she, in capacity as such Attorney in Fact,
executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 9th day of December,
1998.


NOTARY PUBLIC

My commission expires: 5/29/99

Inst # 1998-51460

12/28/1998-51460
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 316.00