

Inst # 1999-07692

02/24/1999-07692  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
106.00  
003 MMS

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4<sup>th</sup> day of FEBRUARY 1999, between TERRY A. MEREDITH AND CHRISTINE A. MEREDITH ("Borrower") and HUSBAND AND WIFE ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated APRIL 30, 1998, at pages(s) of the UNION STATE BANK and recorded in Book or Liber INST. # 1998-16055 Records of SHELBY [County] ALABAMA [State] or other Jurisdiction] [Name of Records] 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 3480 INDIAN LAKE TRAIL, PELHAM, ALABAMA 35124 [Property Address] the real property described being set forth as follows:

SEE ATTACHED ADDENDUM

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 FEBRUARY 4, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 115,000.00, 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 6.00 %, from FEBRUARY 4, 1999. The Borrower promises to make monthly payment of principal and interest of U.S. \$ 970.44, beginning on the 1<sup>st</sup> day of APRIL 1999 and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on March 1, 2014 (the "Maturity Date"), the Borrower still owes amounts under the Note and the

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

Form 3179 2/88

ITEM 4884L1 (9310)

(Page 1 of 2 pages)

Great Lakes Business Forms, Inc. To Order Call: 1-800-530-9393 Fax 616-791-1131



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

UNION STATE BANK  
2267 PELHAM PARKWAY  
PELHAM, ALABAMA 35124  
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.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Loan Modification Agreement.

_____ UNION STATE BANK _____ (Seal) - Lender	By: _____ PAUL JONES, VICE PRESIDENT
_____ (Seal) - Borrower	_____ TERRY A. MEREDITH TERRY A. MEREDITH - Borrower
_____ (Seal) - Borrower	_____ CHRISTINE A. MEREDITH CHRISTINE A. MEREDITH - Borrower
_____ (Seal) - Borrower	_____ (Seal) - Borrower

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

ADDENDUM

A tract of land situated in the SW 1/4 of the NW 1/4, Section 36, Township 12 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said 1/4 1/4 section and run Westerly along south line 30.0 feet to the point of beginning; thence continue along last described course 383.07 feet; thence right 91°34'09" and run 157.66 feet; thence right 97°23'28" and run 114.04 feet; thence left 90°00'05" and run 80.0 feet; thence right 90°01'18" and run 145.2 feet; thence right 96°12'56" and run 53.69 feet; thence left 89°35'59" and run 151.28 feet to the West right of way of a county road; thence right 83°29'32" and run along said right of way 172.4 feet to the point of beginning, being situated in Shelby County, Alabama.

Inst # 1999-07692

02/24/1999-07692  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 KMS 186.00