

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 2nd day of March, 1999, between Charles E. Penton, and wife, Antionette R. Penton, ("Borrowers") and Standard Mortgage Corporation of Georgia ("Lender") amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 4, 1998, and recorded in Instrument # 1998-20788 of the Probate Records of Shelby County, Alabama, and 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 527 North Lake Cove, Birmingham, Alabama 35242 ("Property Address"), the real property described being set forth as follows:

See attached Exhibit "A" incorporated herein for all purposes.

Mineral and mining rights excepted.

Subject to: All covenants, restrictions, easements and rights-of-way of record.

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 2, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$480,000.00 consisting of the amount(s) loaned to the borrower by the Lender and any other 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 6.875% from March 2, 1999. The Borrower promises to make monthly payments of principal and interest of U S \$3,153.26 beginning on May 1, 1999, and continuing thereafter on the same day of each succeeding until principal and interest are paid in full. If on April 1, 2029 (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 5775 Peachtree Dunwoody Road, Suite D-100, Atlanta, Georgia 30342 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 was 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 covenant, 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 number 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

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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.

Standard Mortgage Corporation of Georgia
Lender

Charles E. Penton
Charles E. Penton

By: Ken J. O'Neil

Antionette R. Penton
Antionette R. Penton

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **Charles E. Penton** and his wife, **Antionette R. Penton** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date

Given under my hand and official seal this the 21st day of March, 1998⁹

Patricia L. Martin
Notary Public
My Commission Expires: 6/28/2000

EXHIBIT A

Lot 23, according to the First Amended Plat of Greystone Farms North, Phase I, as recorded in Map Book 23, page 57, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common areas, and Hugh Daniel Drive, all as more particularly described in the Greystone Farms North Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1996/17498 in the Probate Office of Shelby County, Alabama, and all amendments thereto (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

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