

R9908.3608

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of August, 1999, between RICHARD SCOTT PERKINS and JEANNE PERKINS, HUSBAND AND WIFE

("Borrower") and

FIRST COMMERCIAL BANK

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated FEBRUARY 2, 1999 and recorded in Book or Liber 1999 at page(s) 06430 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

324 SKYRIDGE DRIVE, CHELSEA, AL 35043

[Property Address]

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

882U (9705)

Page 1 of 4 MW 05/97

VMP MORTGAGE FORMS (800)521-7281

Form 3179 2/95
[Signature]



Inst # 1999-38928

09/17/1999-38928
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NWS 22.00

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 12, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 240,000.00 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 7.7500 %, from AUGUST 12, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,719.39 beginning on the 1ST day of OCTOBER, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 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 800 SHADES CREEK PARKWAY,
BIRMINGHAM, AL 35209
or at such other place as the Lender may require.

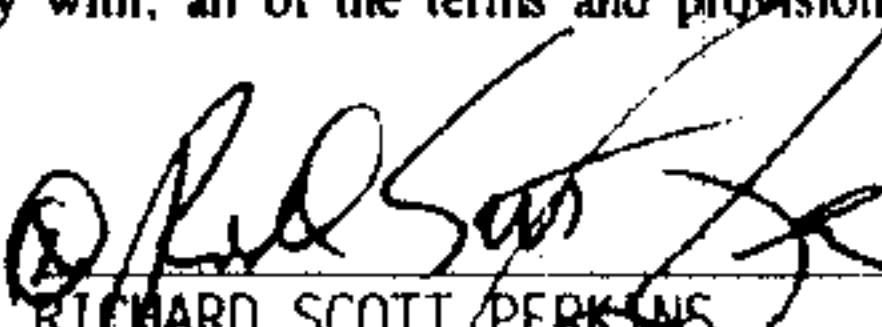
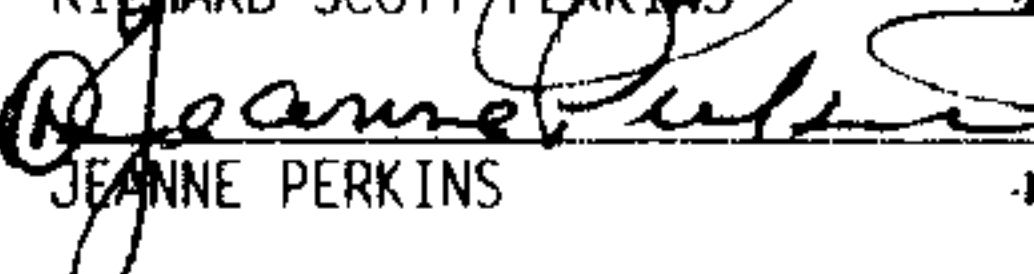
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full 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)		_____ (Seal)
Borrower	RICHARD SCOTT PERKINS	Borrower
_____ (Seal)		_____ (Seal)
Borrower	JEANNE PERKINS	Borrower
_____ (Seal)		_____ (Seal)
Borrower		Borrower
_____ (Seal)		_____ (Seal)
Borrower		Borrower

		_____ (Seal)
	FIRST COMMERCIAL BANK	Lender

X By: 
O. FRANK BROCK, JR.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that, **RICHARD SCOTT PERKINS and JEANNE PERKINS, 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 12th day of August, 1999


Notary Public

My commission expires: 05/03/2002

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **O. FRANK BROCK, JR.**, whose name as **ASSISTANT 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 12th day of August, 1999.


Notary Public

My commission expires: 05/03/2002

EXHIBIT "A"

PARCEL I:

Lot 6, according to the Survey of Sky Ridge Subdivision, as recorded in Map Book 23, page 83, in the Probate Office of Shelby County, Alabama.

PARCEL II:

60.0 foot easement for ingress, egress and utilities
Centerline Description to-wit:

09/17/1999-38928
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HHS 22.00

From the SW corner of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said NE $\frac{1}{4}$ - NW $\frac{1}{4}$ a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55°25'49" left and run 99.24 feet along said easement centerline and the following courses; 06°03'54" left for 104.89 feet; 12°24'30" left for 175.59 feet; 10°38' right for 201.28 feet; 12°54'55" right for 165.02 feet; 05°37'50" left for 265.89 feet; 15°35'30" right for 323.69 feet; 13°58'30" left for 188.54 feet; 08°44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180°00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92°06'49" left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54°49'11" right for 141.23 feet; 12°33'27" left for 110.76 feet; 20°34'50" left for 169.50 feet; 15°05'36" right for 86.16 feet; 36°33'41" right for 166.53 feet; 29°09'29" left for 97.38 feet; 14°44'38" left for 198.02 feet; 16°40'30" left for 276.22 feet; 34°30'41" left for 274.24 feet to a point on the South boundary of the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ of aforementioned Section 23; thence turn 02°14'58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65°53'34" and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122°12'30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW $\frac{1}{4}$ - NE $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West; thence turn 180°00' right and run 760.84 feet along said easement centerline; thence turn 57°47'30" left and run 338.44 feet along said easement centerline; thence turn 02°42'42" right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46°35'43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116°34'50" left and run 68.62 feet along said easement centerline; thence turn 180°00' right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17°17'51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 301.63 feet to the PC of a curve concave left, having a delta angle of 27°09'45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30°36'35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27°45'20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154°51'35" left and run 278.49 feet along said easement centerline; thence turn 06°48' right and run 213.47 feet along said easement centerline; thence turn 00°50'46" right and run 321.84 feet along said easement centerline; thence turn 180°00' right and run 321.84 feet along said easement centerline; thence turn 00°50'46" left and run 213.47 feet along said easement centerline; thence turn 06°48' left and run 278.49 feet along said easement centerline; thence turn 09°12' left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176.36 feet to the PC of a curve concave left, having a delta angle of 54°03'57" and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74°40'50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48°19'01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Highway #280 (80' R.O.W.) and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, tracts in close proximity that certain easement centerline described in Book 184, page 89; said property being situated in Shelby County, Alabama.

Inst # 1999-38928