

# LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3rd day of November, 1999, between DAVID BRIAN KING and JULIE C. KING, 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 APRIL 27, 1999 and recorded in Book or Liber 1999, at page(s) 19163 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

1769 MIMOSA ROAD, LEEDS, AL 35094

[Property Address]

DAVID BRIAN KING, MORTGAGOR HEREIN, IS ONE AND THE SAME PERSON AS DAVID B. KING.

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

852U (9706)

Form 3179 2/88

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Initials:

VMP MORTGAGE FORMS - (800) 621-7281

*D.B. King*



Inst # 1999-49689

12/08/1999-49689  
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SHELBY COUNTY JUDGE OF PROBATE  
006 CJ1 114.00

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 NOVEMBER 3, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 62,000.00 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 8.0000 %, from NOVEMBER 3, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 454.93 beginning on the 1ST day of JANUARY, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 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)  
-Borrower

*David Brian King* (Seal)  
DAVID BRIAN KING -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Julie C. King* (Seal)  
JULIE C. KING -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
FIRST COMMERCIAL BANK -Lender

By: *O. Frank Brock, Jr.*  
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, **DAVID BENJAMIN KING and JULIE C. KING, 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 3rd day of November, 1999.

  
Notary Public

My commission expires:

01-26-03

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 3rd day of November, 1999.

  
Notary Public

My commission expires:

01-26-03

**The land referred to in this Commitment is described as follows:**

A Parcel of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 17 South, Range 1 East and run West along the North line of said 1/4 - 1/4 section a distance of 250.45 feet to the POINT OF BEGINNING, said point being on the Northwesterly right-of-way line of Shelby County Highway No. 101 and lying on a curve to the right having a radius of 676.24 feet and a central angle of 45 degrees, 22 minutes, 01 seconds; thence 60 degrees, 59 minutes, 54 seconds to the left (angle measured to tangent) along the arc of said curve to the right and along said right-of-way line in a Southwesterly direction a distance of 535.45 feet to a point on the West line of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said section; thence 105 degrees, 34 minutes, 40 seconds to the right (angle measured to tangent) in a Northerly direction along said West line a distance of 323.37 feet to a point on the North line of said 1/4 - 1/4 section; thence 90 degrees, 03 minutes, 14 seconds to the right in an Easterly direction along the North line of said 1/4 - 1/4 section a distance of 409.54 feet to the POINT OF BEGINNING.

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