LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 10 day of MARCH, 2000 between **DAVID F. WILSON** and wife, **CHRISTIE H. WILSON** ("Borrower") and **COMPASS BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 19, 1999 and recorded in Instrument #1999-51885, in the Office of the Judge of Probate of Shelby County, Alabama, 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 Adjoining 2184 Hwy. 280, Westover, Alabama 35185, the real property described being set forth as follows:

EXHIBIT "A" IS ATTTACHED HERETO AND MADE A PART HEREOF.

The Fixed Rate Note attached hereto as Exhibit "A", is incorporated into this modification as though written herein.

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 10, 2000**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **$212,960.00** 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 he Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **9.30%**, from **April 1, 2000**. The Borrower promises to make monthly payments of principal and interest of U.S. **$2,198.50** beginning on the **1st day of April, 2000** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 1, 2005 (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 COMPASS BANK, 630 University Boulevard, East Tuscaloosa, Alabama 35401 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 the 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 day from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the 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 the Security Instrument without further notice or demand to 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 Security Instrument.

It is further understood and agreed that:

(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 are hereby deleted; 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 are hereby deleted.

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.

Inst # 2000-09255

CLAYTON T. SWEENEY, ATTORNEY AT LAW

03/23/2000-09255
11:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 17.00

Witness: Sonya Andrews

Witness: Sonya Andrews

DAVID F. WILSON (Seal)

CHRISTIE H. WILSON (Seal)

STATE OF ALABAMA)
COUNTY OF Tuscaloosa)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID F. WILSON and CHRISTIE H. WILSON**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of March, 2000.

MY COMMISSION EXPIRES APRIL 23, 2003
My Commission expires: ______

Notary Public

COMPASS BANK

Witness: Sonya Andrews

By: ______
Its: Assistant Vice President

STATE OF ALABAMA)
COUNTY OF Tuscaloosa)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark A Mooney, whose name as Assistant Vice President of Compass Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, is as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date

Given under my hand and official seal this 16 day of March, 2000.

MY COMMISSION EXPIRES APRIL 23, 2003
My Commission expires: ______

Notary Public

EXHIBIT A

Description of Mortgaged Property

Commence at the NW corner of Section 27, Township 19 South, Range 1 East, Thence run South along the West line of said Section a Distance of 2629.03 feet; Thence turn an angle of 89°35'04" left and run a distance of 479.09 feet to the point of beginning; Thence continue along last described course a distance of 225.00 feet; Thence turn an angle to the left of 104°28'12" and run a distance of 485.05 feet; Thence turn an angle to the left of 93°02'58" to the chord of a curve to the right and run a distance of 150.00 feet along said chord; Thence turn an angle to the left of 86°52'48" from said chord and run a distance of 145.08 feet; Thence turn an angle to the right of 13°45'40" and run a distance of 284.00 feet to the point of beginning, containing 1.82 acres. Property is subject to any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law.

SOURCE OF TITLE:

THIS IS NOT A UCC-1 FILING!

Compass Bank

COMMERCIAL REAL ESTATE NOTE

UNDER David F. Wilson
Tuscaloosa ALABAMA $ 212,960.00
March 10, 2000 LOAN 33047

1. BORROWER'S PROMISE TO PAY
FOR VALUE RECEIVED, this the 10 th day of March, 2000 xxxxxx, the undersigned Borrower, jointly and severally (if more than one) promises to pay to the order of Compass Bank (the "Bank" or collectively with any other holder of this Note, the "Holder"), at the office of Bank or such other place as Holder may designate, the principal amount of Two hundred twelve thousand nine hundred sixty and 00/100 ******* Dollars ($ 212,960.00), or so much thereof as may be advanced hereunder, with interest thereon, in lawful money of the United States of America. Principal, interest and charges hereunder shall be repaid as set forth in Section 3 below. Unless otherwise elected by Holder, payments shall be applied first to late charges, then to other charges payable under any Loan Document as defined in Section 7, then to interest and then to principal.

2. INTEREST
Interest shall be charged commencing on the date hereof on all unpaid principal. Any principal amounts outstanding hereunder after maturity shall continue to bear interest at the rate, and calculated in the manner, set forth herein.
All interest hereunder shall be calculated by multiplying the product of the principal amount and the applicable rate set forth herein by the number of days elapsed, and dividing by 360. In no event shall the rate of interest calculated hereunder exceed the maximum rate allowed by law.

☒ **FIXED INTEREST RATE**
The applicable rate hereunder is 9.30 percent per year and is fixed for five (5) years of this Note.
If the term of this Note exceeds the fixed interest rate period, the adjustable interest rate period shall begin on n/a

☐ **ADJUSTABLE INTEREST RATE**
Beginning on the date of this Note, or at the end of any fixed interest rate period, the applicable rate hereunder is adjustable and will be subject to change every six (6) months on ______ and ______ of each year (the "Interest Adjustment Dates"), while any amount of principal is unpaid. On each Interest Adjustment Date the applicable rate will be raised or lowered to reflect changes in the Index Rate.
The Index Rate will be the auction rate for United States Treasury Bills with maturities of 26 weeks as established immediately prior to each Interest Adjustment Date (herein the "Index Rate"). If the Index Rate is no longer available, Holder will choose a new Index Rate which is based upon comparable information. The applicable rate under this Note is ______ percentage points above the Index Rate. However, the applicable rate shall not exceed ______ percent nor go below ______ percent.
The beginning Index Rate for this Note shall be ______

3. PAYMENTS; LATE CHARGES; ADDITIONS TO PRINCIPAL
Borrower promises to pay principal and interest monthly, on or before the 1st day of each month, the first such payment to be due and payable on April 1, 2000. Borrower shall pay to Holder a late charge on any payment not received by Holder by the end of ten (10) calendar days after the date the payment is due, such late charge to be equal to five percent (5%) of that portion of the payment which is overdue. The late charge shall be charged only once for any late payment. In the event Holder receives a payment amount which is not sufficient to pay all interest which has been earned since the last payment, Holder may, at its option, advance an amount equal to the interest earned but unpaid after application of the payment (the "Advance"). In such event, the Advance will be added to the principal of this Note, and will bear interest as provided for in Section 2 commencing on the date of the Advance. Holder is not required to make any such Advance, and in any event, unless otherwise elected by Holder, no such Advance will be made if the balance unpaid under this Note exceeds 105% of the original principal sum set forth in Section 1 above. The failure of Borrower to pay each payment in full when due shall constitute an event of default as set forth in Section 8 irrespective of whether Holder elects to advance any part or all of the insufficient amount under this Section 3.

☒ **FIXED PAYMENTS**
Borrower will pay 59 monthly payments in the amount of $ 2,198.15 each and a final payment of the total unpaid principal, interest and charges due on March 1, 2005 which is the maturity date of this Note. If the final payment is a balloon payment, Holder shall have no obligation to refinance any part of the final payment unless otherwise agreed in writing.

☐ **ADJUSTABLE PAYMENTS**
Beginning on the date of this Note, or at the end of any fixed payment period, the principal and interest hereunder shall be due and payable in monthly installments, adjusted semi-annually. The first such adjusted payment shall be due on ______. Payment adjustments shall be based on an amortization schedule of ______ from the date of this Note. The amount of the first six (6) monthly installments will be ______. Semi-annually, after Holder has received Borrower's previously scheduled payments, Holder will use the balance due under this Note (including the Advances added to the principal) and the interest rate applicable at that time to calculate the adjusted monthly payment for the next six (6) months. There will be no limitation on decreases or increases in the monthly payment amount. The maturity date of this Note is ______ at which time all unpaid principal, interest and charges shall be due. If the final payment is a balloon payment, Holder shall have no obligation to refinance any part of the final payment unless otherwise agreed in writing.
Holder will mail or deliver to Borrower at the address shown below or otherwise in the records of Holder, or to such other address as Borrower has designated in writing to Holder, a notice containing the amount of the adjusted monthly payment.

4. PREPAYMENT
Prepayments may result in early maturity date.
(Check one)
☐ This Note may be prepaid in whole or in part at any time without a prepayment charge.
☒ This Note may be prepaid ~~provided, however, that, simultaneously~~ with such prepayment, Borrower shall pay a prepayment fee of 6-months interest on outstanding balance of the loan. In the event the loan is prepaid from ordinary income to the Borrower, the prepayment fee does not apply.

5. PURPOSE OF LOAN
The purpose of the loan is ______ which the Borrower represents and warrants is exclusively for the business purposes of the Borrower.

6. EXECUTION
The undersigned have subscribed their names hereto without condition that anyone else should sign or become bound hereon and without any other condition whatever being made. The provisions hereof are binding on the heirs, executors, administrators, assigns and successors of each Borrower and shall inure to the benefit of Bank, its successors and assigns, and every subsequent Holder of this Note. Borrower acknowledges receipt of a completed copy hereof and of any other instrument executed by Borrower before this transaction is consummated.

SECTIONS 7, 8 AND 9 APPEARING ON THE REVERSE SIDE OF THIS NOTE ARE A PART OF THIS AGREEMENT.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT.

David F. Wilson

Address

Inst # 2000-09255

By

Its

03/23/2000-09255
11:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 17.00

Soc. No. or Tax I.D. No.

Phone No.

Form No. 77-33-2264 (Rev. 11/99)