

RE-RECORD THE LOAN MODFICATION TO INCORPORTE THE ARM RIDERS WITH
MORTGAGE AND THE LOAN MODFICATION

This Instrument Prepared By:
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1920 Valleydale Road
Birmingham, AL 35244

Inst # 2000-11117

04/05/2000-11117
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HNS 22.00

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 31st day of March, 2000, between **James C. Park and Cecilia F. Park, Husband and Wife**, ("Borrower") and **Union State Bank** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **October 18, 1999** and recorded in Instrument #1999-43225 in the Probate Office of Shelby County, Alabama, in the original amount of **\$168,000.00** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal described in the Security Instrument and defined therein as the "Property", located at

5394 Pineywood Road
Birmingham, Alabama 35242
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

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 31, 2000**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") has remained at U.S. **\$168,000.00**, consisting of the amount(s) loaned to the Borrowers 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 **7.75%** from **March 31, 2000**. The Borrower promises to make monthly payment of principal and interest of

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\$1,203.57 beginning on the 1st day of May, 2000, and continuing thereafter on the same day each succeeding monthly until principal and interest are paid in full. If on April 1, 2030, (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 **2267 Pelham Parkway, Pelham, Alabama 35124**, or at other place as the Lender may require.

3. If all or any part of the Property of 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 involk 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 al 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 (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 3 of this Loan Modification Agreement.

6. Riders to this Modification. If one or more riders are executed by borrower and recorded together with this Modification, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)].

☐ Condominium Rider

☐ Growing Equity Rider

☒ Other [Specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

Adjustable Rate Rider

Union State Bank

Lender

By: Paul Jones - Vice President

James C. Park (Seal)
JAMES C. PARK

Borrower

Cecilia F. Park (Seal)
CECILIA F. PARK

Borrower

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in state, hereby certify that **James C. Park and Cecilia F. Park**, Husband and Wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2000.

My Commission Expires: 4/23/00

[Signature]
Notary Public

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