

This Instrument Prepared By:
G. Wray Morse
Dickerson & Morse, P.C.
Attorneys-at-Law
1920 Valleydale Road
Birmingham, AL 35244

(Space Above This Line For Recording Data)
LOAN MODIFICATION AGREEMENT

Inst # 2000-26034

08/03/2000-26034
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 17.00

This Loan Modification Agreement ("Agreement"), made this 27th day of July, 2000, between **Gary Kelley and Kellie Kelley, 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 December 13, 2000 and recorded in Instrument #1999-50578 in the Probate Office of Shelby County, Alabama, in the original amount of **\$150,000.00** 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

25 Oakwood Drive
Alabaster, Alabama 35007
(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 **July 27, 2000**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") shall remain at U.S. **\$150,000.00**, consistent 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 **8.625%**

from **July 27, 2000**. The Borrower promises to make monthly payment of principal and interest of \$1,166.68 beginning on the 1st day of September, 2000, and continuing thereafter on the same day each succeeding monthly until principal and interest are paid in full. If on August 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, AL 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 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 (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 bounds by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower has executed and acknowledges receipt of a copy of this Loan Modification Agreement.

Union State Bank

Lender

By: Paul Jones

Gary Kelley (Seal)
GARY KELLEY

Borrower

Kellie Kelley (Seal)
KELLIE KELLEY

Borrower

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in state, hereby certify that **Gary Kelley and Kellie Kelley, 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 27th day of July, 2000.

Q. Q. Q. Put
Notary Public

My Commission Expires: 04/23/04

EXHIBIT "A"

Begin at the SW corner of the East 1/2 of the SW 1/4 of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 00 degrees 13 minutes 54 seconds West along the West line of the said East 1/2 for a distance of 673.29 feet; thence leaving said West line run South 86 degrees 56 minutes 35 seconds East for a distance of 418.50 feet to a point 30 feet more or less perpendicular to the centerline of Oakwood Drive, said line representing the approximate prescriptive limits of Shelby County's right of way; thence run South 01 degree 11 minutes 52 seconds West along said perpendicular line for a distance of 98.67 feet; thence run South 06 degrees 01 minute 54 seconds East along said perpendicular line for a distance of 246.24 feet; thence run South 04 degrees 20 minutes 55 seconds West along said perpendicular line for a distance of 301.02 feet to the Northerly right of way line of Massey Road (right of way width: 60 feet); thence leaving said perpendicular line run South 76 degrees 27 minutes 19 seconds West along said North line for a distance of 97.17 feet to the South line of the aforementioned Section 5; thence run North 87 degrees 14 minutes 53 seconds West along said section line for a distance of 322.08 feet to the point of beginning.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

Inst # 2000-26034

**08/03/2000-26034
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMS 17.00**