

Loan # 0004232245

Inst # 2000-38447

11/06/2000-38447  
10:17 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
303 MMS 18.00

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Maximum principal indebtedness for Tennessee recording tax purposes is 0. Exactly same collateral as prior debt; does not increase principal debt.

This Loan Modification Agreement ("Agreement"), made this 12<sup>th</sup> day of October, 2000, between Charles J. Cutcliffe and wife, Tami Abbott Cutcliffe ("Borrower") and UNION PLANTERS BANK, N.A. ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt the ("Security Instrument"), dated September 30, 1996 and recorded as Instrument Number 1996-35451, in Book       , page        of the Register's Office records 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 defined therein as the "Property", located at:

588 Russett Bend Drive Birmingham, AL 35244  
the real property described being set forth as follows:

Lot 15, according to the survey of Russett Bend, as recorded in Map Book 11,

Page 52 in the Probate Office of Shelby County, Alabama; Being situated

in Shelby County, Alabama

This is a purchase money mortgage.

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 30, 2000, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$ 121,495.87, 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 8.625 %, from November 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 978.78, beginning on the 1st day of December, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2026 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 P. O. Box 2127 Memphis, Tennessee 38101-2127 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 Property 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 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.

UNION PLANTERS BANK, N.A.

By Marsha P. Murley  
Marsha P. Murley  
Assistant Vice President

Charles J. Cutcliffe  
Charles J. Cutcliffe - Borrower  
Tami Abbott Cutcliffe  
Tami Abbott Cutcliffe - Borrower

STATE OF TENNESSEE

COUNTY OF SHELBY

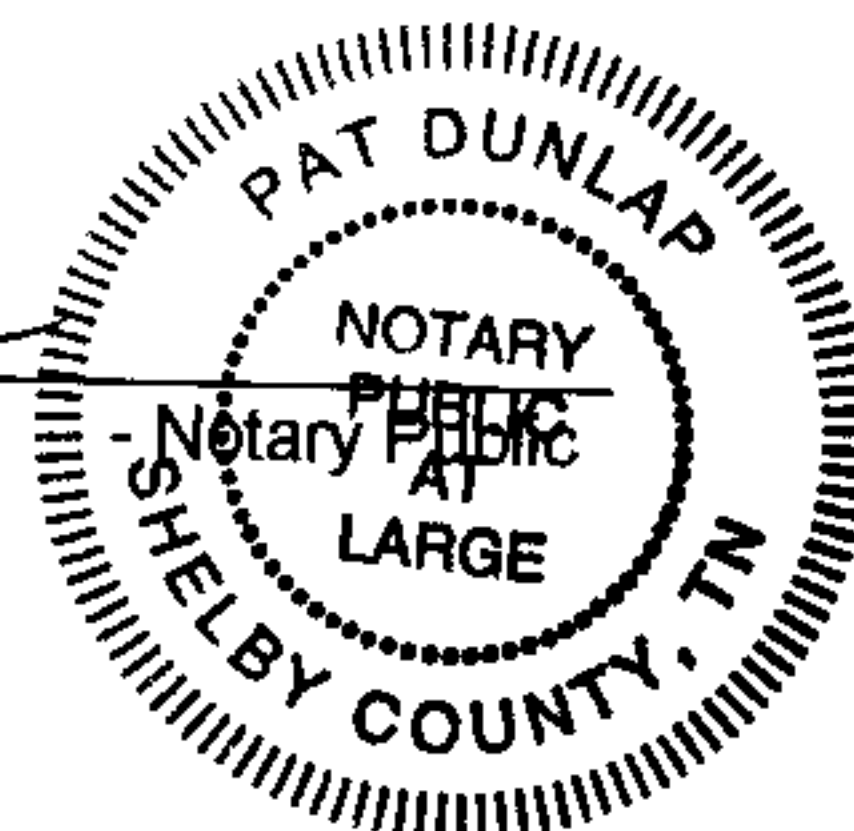
Before me, the undersigned a Notary Public, within and for said County and State, at Memphis duly commissioned and qualified, personally appeared Marsha P. Murley with whom I am Personally acquainted, and who, upon her oath, acknowledged herself to be the Assistant Vice President of **UNION PLANTERS BANK, N.A.** the within named bargainor, and she as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the association by herself as such officer.

3rd WITNESS my hand and Notarial Seal at my office in said Shelby County, at Memphis, this the day of November, 2000.

My Commission Expires:

My Commission Expires 7/13/2004

Pat Dunlap  
Pat Dunlap



STATE OF Alabama

COUNTY OF Shelby

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Charles J. Catcliffe to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 25 day of October, 2000.

My Commission Expires:

MY COMMISSION EXPIRES  
AUGUST 26, 2002

Jay Marshall  
- Notary Public

STATE OF Alabama

COUNTY OF Shelby

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Tami Abbott Catcliffe to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 25 day of October, 2000.

My Commission Expires:

MY COMMISSION EXPIRES  
AUGUST 26, 2002

Jay Marshall  
- Notary Public

PREPARED BY and RETURN TO:

UNION PLANTERS BANK, N.A.  
SPECIAL LOANS DEPARTMENT, AX2  
7130 GOODLETT FARMS PARKWAY  
CORDOVA, TN 38018

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