

This Instrument Prepared By:

Karen D. Hollis

Dickerson & Morse, P.C.

Attorneys-at-Law

1920 Valleydale Road

Birmingham, AL 35244

Inst # 2001-48248

11/07/2001-48248
10:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 CH 21.00

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 19th day of October, 2001, between **Charles A. Dixon, II and Melissa B. Dixon, 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 **June 7, 2001** and recorded in Instrument No. 2001\23929 in the Probate Office of Shelby County, Alabama in the original amount of **\$275,000.00** and, (2) the Note bearing the same date as the original mortgage, 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

2912 Glenstone Circle

Birmingham, AL 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 **October 19, 2001**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") and has remained at U.S. **\$275,000.00**, 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 **6.375%** from **October 19, 2001**. The Borrower promises to make monthly payment of principal and interest in the

amount of **\$1715.64** beginning on the **1st day of December, 2001**, and continuing thereafter on the same day each succeeding month until the principal and interest are paid in full. If on **November 1, 2031**, (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 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 during 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 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.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Loan Modification Agreement.

UNION STATE BANK _____ (Seal)

By: Paul Jones

Title: Vice President

Charles A. Dixon, II (Seal)
Charles A. Dixon, II - Borrower

Melissa B. Dixon (Seal)
Melissa B. Dixon - Borrower

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in state, hereby certify that **Charles A. Dixon, II and Melissa B. Dixon, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledge 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 the 19th day of October, 2001.

Karen D. Harris
Karen D. Harris - Notary Public

My Commission Expires: 12/12/2003

EXHIBIT "A"

Lot 79-A, Block 4, as shown by a subdivision known as Wideman Inverness Point Resurvey, recorded in Map Book 27, Page 21, being a Resurvey of Lots 79 and 80 of Inverness Point, Phase 2.

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.

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