

ALiant Bank
Loan Assumption and Modification Agreement

Loan No. 400005106

THIS AGREEMENT, this day made and entered into by, between and among KEN CAR DEVELOPMENT, INC

(hereinafter "Sellers"), and CORNERSTONE INVESTMENTS, LLC

(hereinafter "Purchasers"), and ALIANT BANK

(hereinafter "the Lender"), WITNESSETH AS FOLLOWS:

The Lender did heretofore loan to KENCAR DEVELOPMENT, INC the principal sum of \$880,000, which is evidenced by their promissory note, dated JUNE 12, 2001 (hereinafter "the Note") and the payment of which Note they secured by their mortgage to the Lender, dated JUNE 12, 2001 and recorded in Volume INST #2001-25607 AND INST 2002- 00593 at Page _____, in the office of the Judge of Probate of SHELBY County, Alabama (hereinafter the "Mortgage"). The present, unpaid balance of the Note, as of the date hereof, is FIVE HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 dollars (\$553,500). Sellers either were the original makers of the Note or, if not, have heretofore expressly assumed the payment thereof and are the present, primary obligors thereunder.

Sellers have now sold to Purchasers their interest in the property covered by the Mortgage, and Purchasers desire to assume and agree to pay the Note and to perform all of the obligations contained in the Note and Mortgage, with Sellers thereupon being released from any further personal obligation or liability to pay the Note or perform the obligations contained in the Note.

Sellers hereby warrant to the Lender that they have heretofore duly executed, delivered and filed for record a good and valid deed conveying to the Purchasers the property covered by the Mortgage, and Sellers hereby further transfer, assign, set over and deliver unto Purchasers all of their right, title and interest in and to any and all escrow deposits presently held by the Lender in connection with said loan.

The Lender is willing to accept and consent to such assumption, provided that, as conditions precedent thereto, Purchasers shall have (i) expressly assumed and agreed to pay the Note and perform the obligations contained in the Note, and (ii), if applicable, agreed to an increase in the interest rate on the unpaid balance of the Note to the rate of interest set forth below.

Upon compliance by Purchasers with the aforesaid requirements and its acceptance of such assumption, the Lender is also willing to release Sellers from any further personal obligation or liability to pay the Note and perform the obligations contained on the Note, but with the Mortgage securing same to be unchanged and remain in full force and effect.

It is agreed by, between and among Sellers, Purchasers and the Lender as follows (check as applicable):

☐ (Amortized Note) Commencing on _____, 20____, the unpaid balance of the Note shall bear interest at the rate of _____ % per annum, and thereafter said principal and interest shall be due and payable to the Lender, or order, inconsecutive monthly installments of principal and interest of \$_____ each, commencing on _____, 20____, and payable on the _____ day of each consecutive month thereafter, with each such installment to be credited first to accrued interest and the balance thereof to principal then remaining unpaid and outstanding until all of said principal and interest is fully paid. In addition to such monthly installments of principal and interest, escrow payments for taxes and insurance shall continue to the extent required by the Mortgage.

☒ (Other) COMMENCING ON JUNE 12, 2002 THE UNPAID BALANCE OF THE NOTE SHALL BEAR AN INTEREST RATE OF ALIANT BANK PRIME (CURRENTLY 4.75%) + 1/2% . THE FACE AMOUNT BEING MODIFIED TO \$680,000

THE UNPAID PRINCIPAL BALANCE SHALL BE DUE AND PAYABLE AT MATURITY ON JUNE 12, 2003

INTEREST ON THE NOTE SHALL BE DUE AND PAYABLE MONTHLY BEGINNING AUGUST 1, 2002 CONTINUING UNTIL MATURITY

No change in interest rate.

Purchasers, jointly and severally, hereby accept and agree to the aforesaid modifications of the Note, if any, and assume and agree to pay the Note, as modified, and further agree to keep, fully perform, carry out and abide by the terms and provisions of the Note and the Mortgage securing same, as herein modified.

Sellers, Purchasers and the Lender, jointly and severally, hereby agree that the terms and provisions of the Note and Mortgage are hereby amended and modified as herein set out, and that the same (as herein modified) shall be and remain in full force and effect, as if the present principal balance of the Note had been the original amount evidenced and secured thereby, and as if the original interest rate and installment payments had been those herein agreed upon by the parties hereto. Each of said parties further agrees that nothing contained herein shall in anywise alter, affect or impair any of the rights, powers or remedies granted to the Lender under the terms and provisions of the Note and Mortgage.

Subject to the provisions in this paragraph, the Lender hereby releases Sellers, jointly and severally, from any further personal obligation or liability to pay the Note and any other charges or amounts required by either the Note or Mortgage, provided, however, that:

- (i) Neither this release nor anything else herein contained shall be deemed to release, alter or affect, in any way, the Mortgage, which shall be and remain in full force and effect;
- (ii) Neither this release nor anything else herein contained shall be deemed to release Sellers from any covenants, expressed, or implied, of seisin, warranty of title or against encumbrances;
- (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right, title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that said property has not been validly conveyed by Sellers to Purchasers and unless and until any and all parties claiming any right, title, interest, lien or encumbrance in, on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect; and
- (iv) The aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender.

The obligations of Purchasers under the Note Mortgage and this Agreement are joint and several, and this Agreement, and all provisions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of both Sellers and Purchasers and the successors and assigns of the Lender. Wherever appropriate herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, on this _____ day of JULY, 2002.

KENCAR DEVELOPMENT, INC

(SEAL)

CORNERSTONE INVESTMENTS, LLC

(SEAL)

(SEAL)

(SEAL)

(SEAL)

KENNETH CARTER, PRESIDENT Sellers

DONNIE G NORRIS, ITS: MEMBER Purchasers

Lender ALIANT BANK

By

Its

SE VICE PRESIDENT