

LOAN NO. 5050000068

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13TH day of SEPTEMBER, 2002, between

D & B, LLC (FORMERLY KNOWN AS DMB, LLC), A LIMITED LIABILITY COMPANY,

(Borrower) and

FIRST FEDERAL OF THE SOUTH

(Lender), amends and supplements

(1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JANUARY 9, 1998

and recorded in Book or Liber 1998, at page(s) 00959, of the JUDGE OF PROBATE 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 1500 RESOURCE DRIVE, HOOVER, AL AND 2084 VALLEYDALE ROAD, HOOVER AL

the real property described being set forth as follows:

SEE ATTACHED FOR LEGAL DESCRIPTION.

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 SEPTEMBER 1, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 1,740,576.47, 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 FLOATING RATE OF PRIME + 1/2% FROM SEPTEMBER 13, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 13,722.67. Payment will change as rate changes. Beginning on 10-1-2, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on FEBRUARY 1, 2018 (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 126 NORTH NORTON AVENUE/PO BOX 167 SYLACAUGA, AL 35150 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 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 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 and 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.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.

WITNESSES:

MORTGAGOR:

_____(Seal)

_____(Seal)

Borrower D & B, LLC
ROBERT D KIRK, III (ITS MEMBER)

_____(Seal)

Borrower D & B, LLC
DAVID W BRASFIELD (ITS MEMBER)

STATE OF

COUNTY OF

} ss:

On this 13th day of September, 2002, this agreement was acknowledged before me by Robert D. Kirk, III and David W. Brasfield, members

Notary Public

Jefferson County, Alabama

My Commission Expires: February 13, 2006

WITNESSES:

MORTGAGEE:

BY: _____

ITS: _____

STATE OF

COUNTY OF

} ss:

On this _____ day of _____, before a Notary Public in and for said County, personally appeared _____ the _____, of _____ and acknowledged the foregoing agreement on behalf of said Bank.

THIS INSTRUMENT DRAFTED BY: _____

Notary Public

_____ County, _____

My Commission Expires: _____

Prepared By and Return To:

First Federal of the South
126 North Norton Avenue
Sylacauga, AL 35150

EXHIBIT "A"
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
AFFIDAVIT AND AGREEMENT
FINANCING STATEMENT (UCC-1)
ESTOPPEL CERTIFICATE AND ATTORNEY AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: D & B, LLC (FORMERLY KNOWN AS DMB, LLC)
LENDER: FIRST FEDERAL OF THE SOUTH

PARCEL I:

Lot 8, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama

Easement Parcels:

Parcel One: A 15-foot wide storm drainage easement across Lot 7, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline: Commence at the Southeast corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of North 26 degrees 06 minutes 17 seconds West for a distance of 233.50 feet to a point; thence at a bearing of Northwest for a distance of 233.50 feet to a point; thence at a bearing of North 71 degrees 06 minutes 17 seconds West for a distance of 26.87 feet to a point; thence at a bearing of South 63 degrees 53 minutes 43 seconds West for a distance of 3 feet more or less to the point of beginning; thence at a bearing of North 15 degrees 06 minutes 17 seconds West for a distance of 10 feet more or less to the point of intersection with the Southwest line of a 15 foot wide storm drainage easement as shown on the record map of Meadow Brook Corporate Park South, said point being the point of ending

Parcel Two: A 15 feet wide storm drainage easement across Lot 11, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline: Commence at the Southwest corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of North 26 degrees 06 minutes 17 seconds West for a distance of 55 feet more or less to the point of beginning; thence at a bearing of North 86 degrees 06 minutes 17 seconds West for a distance of 166 feet more or less to the point of intersection with the Easterly line of a 20-foot storm drainage easement as shown on record map of Meadow Brook Corporate Park South, said point being the point of ending.

PARCEL II:

Lot 6-D, according to the survey of Riverchase East, First Sector, Second Amendment, as recorded in Map Book 6, page 139, in the Probate Office of Shelby County, Alabama, lying Northeast of the right of way of Valleydale Road.