

After recording, return to:  
New South Federal Savings Bank  
210 Automation Way  
Birmingham, AL 35210  
Attn: Construction Perm Department

## **LOAN MODIFICATION AGREEMENT**

**(Providing for A Reamortization of the Loan)**

THIS LOAN MODIFICATION AGREEMENT (the "Agreement"), made this 28<sup>th</sup> day of **September, 2004**, by and between **Gary L. Glover Jr. and Teri N. Glover, Husband and Wife**, hereinafter referred to as "Borrower" and New South Federal Savings Bank, Federally Chartered Savings Bank herein after referred to as "Lender", amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated **March 8, 2004** and recorded in ~~Book 161. #~~ 2004-13017, of the Public 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: **608 Highway 315, Columbiana, Alabama 35051**

with a legal description of:      See Exhibit "A"

In consideration of the mutual covenants and agreements, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **September 14, 2004** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$31,050.00** consisting of the amounts loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to make monthly payments of principal and interest of U.S. **\$218.18** beginning **November 1, 2004** and continuing thereafter on the same day of each succeeding month until principal and interest and any other charges described in the Note are paid in full. Interest will be charged on the unpaid principal balance at the yearly rate of **7.550%**. If on **October 1, 2019** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by the Agreement, the Borrower will pay these amounts in full on the Maturity Date.

NOTHING herein invalidates or shall impair or release any covenants, conditions, agreements, or stipulations in the Note or Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenants, agreements, conditions and stipulations of the Note and Security Instrument which are not inconsistent herewith.

ALL Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

THIS Agreement shall be binding upon and shall inure to the benefits of heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Borrower has hereunto set their hands and seals and the Lender has caused these presents to be executed.

Gary L Glover Jr. (Seal)  
Borrower

\_\_\_\_\_  
Witness

Teri D Glover (Seal)  
Borrower

\_\_\_\_\_  
Witness

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned authority and for said State and County, hereby certify that Gary L Glover Jr and Teri D Glover who(se) name(s) is(are) signed to the foregoing instrument, and who is(are) known to me acknowledged 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 by hand and notarial seal on this the 28<sup>th</sup> day of September, 2004.

(Notary Seal)

[Signature]  
Notary Public  
My Commission Expires 2-20-07

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this date the foregoing Agreement was presented to me in said County, and was delivered and acknowledged by Don Adams, as Vice President of New South Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and deed.

WITNESS by hand this 11<sup>th</sup> day of October, 2004.

(Notary Seal)

NEW SOUTH FEDERAL SAVINGS BANK  
A FEDERALLY CHARTERED SAVINGS BANK

[Signature]  
Print Name: Donna Lynn Barnes  
Notary Public  
My Commission Expires: 01/05/2005

[Signature]  
Print Name  
Vice President Don Adams



EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land located in the SW 1/4 NW 1/4, Section 4, Township 22 South, Range 1 West and the SE 1/4 NW 1/4, Section 4, Township 22 South, Range 1 West, Shelby County, Alabama; Bounded on the Northeast by a county road known as the Butter & Eggs Road; on the West by a thirty foot roadway easement to Kimberly Clark Corporation; said roads described by their tangents; on the South by Kimberly Clark property and Mary G. Scoggins property; described as: From the accepted SE corner of said SW 1/4 NW 1/4, Section 4, Township 22 South, Range 1 West, run West along South boundary of said SW 1/4 NW 1/4 30.0 feet; thence turn 90 degrees 00 minutes to the right; thence run North 105.0 feet to the point of beginning; thence turn 90 degrees 00 minutes to the left; thence run West 279.3 feet to a point on the tangent of said 30 roadway easement to Kimberly Clark; thence turn 150 degrees 03 minutes to the right; thence run 84.6 northeasterly along tangent of said roadway; thence turn 11 degrees 45 minutes to the left; thence run 199.2 feet along tangent of said roadway; thence turn 36 degrees 38 minutes to the left; thence run 309.9 feet along tangent of said roadway to a point on the tangent of said Butter and Eggs Road; thence turn 167 degrees 33 minutes to the right; thence run 67.1 feet South along tangent of said Butter & Eggs Road; thence turn 56 degrees 09 minutes to the left; thence run 578.02 feet southeasterly along tangent of said road; thence turn 135 degrees 54 minutes to the right; thence run 496.8 feet westerly to the point of beginning.