

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

### (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of April, 2005, between Eric J. Woodard and Kara J. Woodard ("Borrower") and Union State Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated August 13, 2004, and first recorded in Instrument No. 20040830000484260 of the County Records of the Judge of Probate for 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

146 High Hampton Drive; Pelham, AL 35124,  
[Property Address]

The real property described being set forth as follows:

LOT 36, ACCORDING TO THE SURVEY OF HIGH HAMPTON, SECTOR 1, AS RECORDED IN MAP BOOK 19, PAGE 89, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

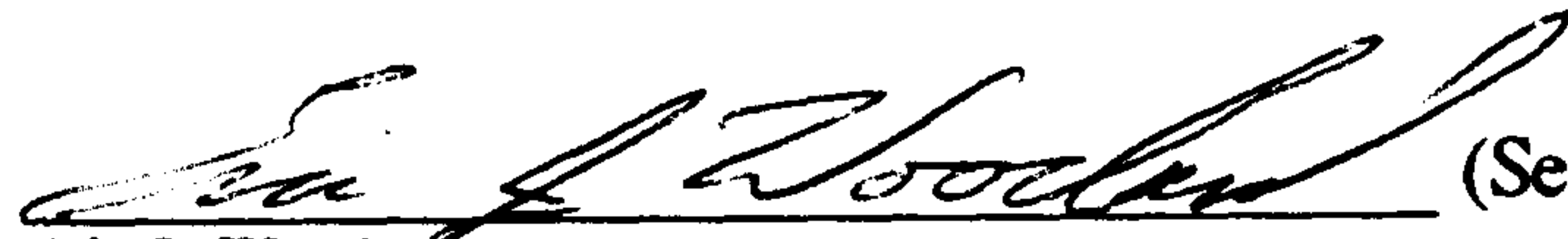
1. As of April 15, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$210,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.00%, from April 15, 2005. Borrower promises to make monthly payments of principal and interest of U.S. \$1,259.06, beginning on the 1st day of June, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.00% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on May 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 2200 Lakeshore Drive, Suite 100; Birmingham, AL 35209 or at such other place as Lender may require.
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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:

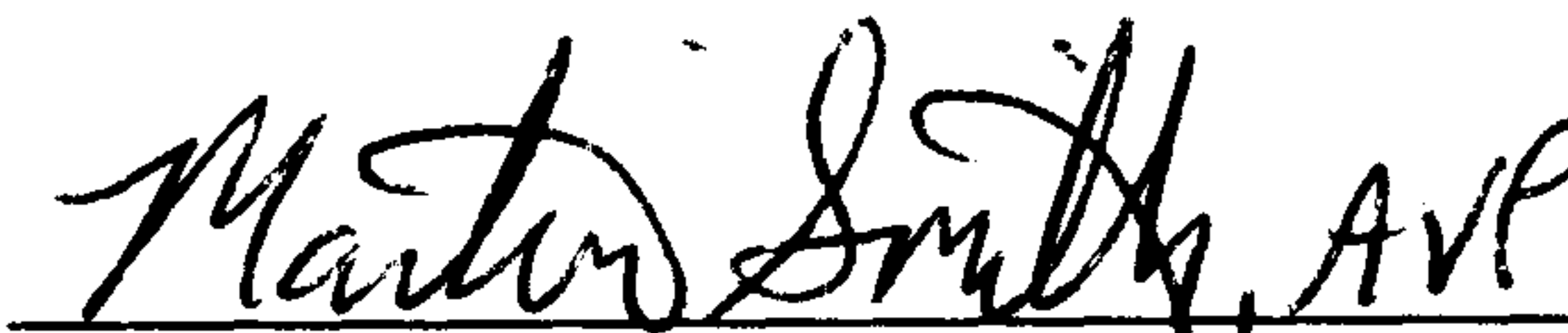
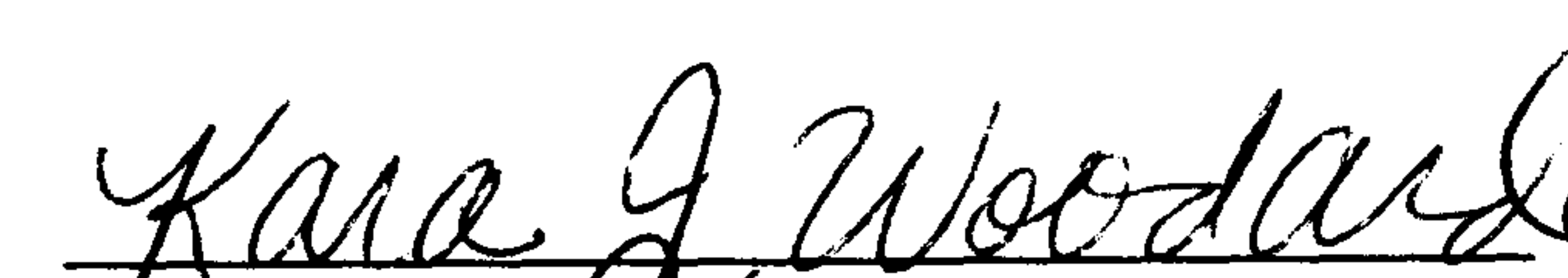


- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Union State Bank (Seal)  
-Lender -

 (Seal)  
Eric J. Woodard

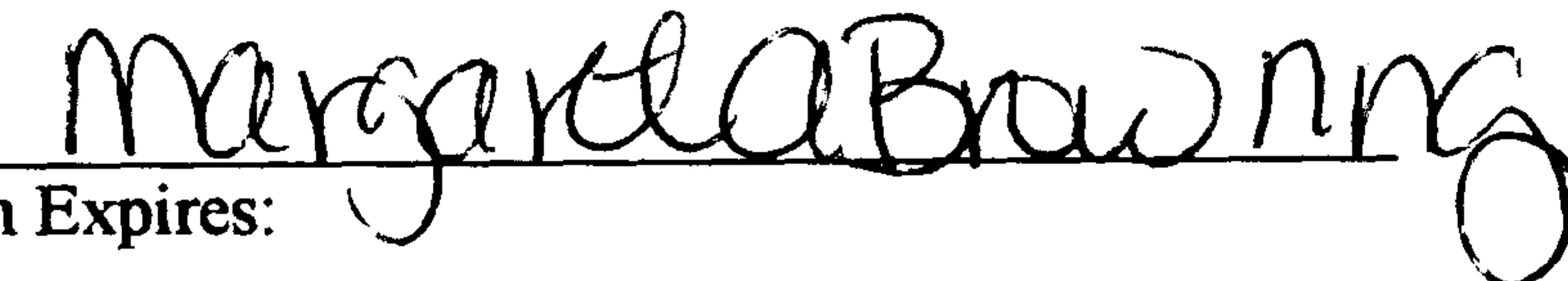
By:  AVP  (Seal)  
Martin Smith, AVP Kara J. Woodard

[Space Below This Line For Acknowledgments]

State of Alabama

County of Jefferson

On this 15<sup>th</sup> day of April 2005, personally appeared before me, is Martin Smith who, being by me duly sworn did say that he is Assistant Vice President of Union State Bank and that the above and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, or its by-laws, and said of Union State Bank acknowledge to me that said corporation executed the same.

Notary Public:   
My Commission Expires:

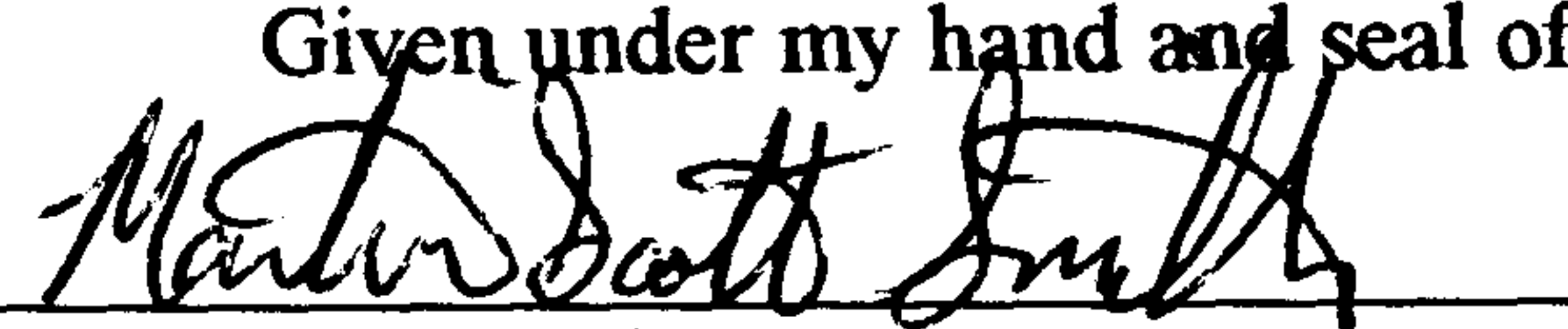
State of Alabama

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 14, 2007

County of Jefferson

On this 15<sup>th</sup> day of April 2005, I, Martin Scott Smith, a Notary Public in and for said county and in said state, hereby certify that Eric J. Woodard and Kara J. Woodard, husband and wife, whose name(s) was/were signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this the 15<sup>th</sup> day of April 2005.

  
Martin Scott Smith

My Commission Expires:

RECORDED IN THE OFFICE OF THE CLERK OF THE  
SHELBY COUNTY JUDGE OF PROBATE  
DATE OF RECORDING: APR 25 2005  
BOOK: 10000 PAGE: 10000