

## **MORTGAGE MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 10<sup>th</sup> day of June, 2005, by and between R. Clark Parker and wife, Kristi L. Parker, hereinafter called "Mortgagors" and AmSouth Bank hereinafter called "Lender".

### **RECITALS:**

A. Lender is the owner and holder of that certain Mortgage to secure debt (the "Security Instrument") dated June 3, 2004, made by the Mortgagors to Lender recorded as Instrument # 20040609000309450 in the Office of the Judge of Probate of Shelby County, Alabama, being re-recorded to change the closing date and recorded as 20041103000505180 in the Office of the Judge of Probate of Shelby County, Alabama, and being re-recorded to add an ARM Rider as Instrument #20050301000094600 in said Probate Office, securing a debt evidenced by a promissory note (the "Note") dated June 3, 2004, in the original amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) the Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property" described as:

Lot 9, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22, in the Probate Office of Shelby County, Alabama. Together with the nonexclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama and all amendments thereto.

B. Kristi L. Parker named herein above, is the owner in fee simple of all of the property subject to the Security Instrument. Clark L. Parker named herein above is the Obligor under the terms of the Note. Both Kristi L. Parker and Clark L. Parker have requested Lender to modify the Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of Two Hundred Fifty Dollars (\$250.00.00) from Mortgagors to Lender in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. An additional principal sum of \$600,000.00 has been loaned by the Lender to R. Clark Parker under the terms and conditions of the Note, an Amended/Consolidated Note and Security Instrument, as modified herein, which additional amount, has been included in the Unpaid Principal Balance stated below.

As of June 10, 2005 the amount payable under the Note, the Amended/Consolidated Note and Security Instrument (the "Unpaid Principal Balance") is TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000.00).

As referenced above, in return for a loan received from Lender, R. Clark Parker hereby promised to pay in addition to the amount stated on the Note and any interest capitalized to date, the additional amount of U. S. \$600,000.00.

The Note in the original amount of U. S. \$1,800,000.00 is hereby amended to include this additional amount. The Security Instrument is hereby amended to secure the Unpaid Principal Balance stated above.



2. The maturity of the Note and Security Instrument remain the same. The Note shall hereafter be paid in accordance with the terms of this Agreement as stated herein and the Amended/Consolidated Note executed simultaneously herewith.

3. The Mortgagors hereby reaffirm all of their obligations set forth in the Note and Security Instrument and agree respectively to perform each and all of the covenants, agreements and obligations in the Note, the Amended/Consolidated Note and Security Instrument.

4. The Property described in the Security Instrument shall in all respects be subject to the lien, charge and encumbrance of the Security Instrument as amended by this Instrument to include the modified Unpaid Principal Balance of U.S. \$2,400,000 and the Security Instrument shall continue in full force and effect and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, the Amended/Consolidated Note and Security Instrument.

5. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in the Note, the Amended/Consolidated Note or the Security Instrument, except as herein modified, and the Note, the Amended/Consolidated Note and Security Instrument shall continue in full force and effect and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, the Amended/Consolidated Note and Security Instrument.

6. In case any installment of interest or principal of the Note as modified by this Instrument and the Amended/Consolidated Note is not promptly paid as it becomes due and payable according to the terms and tenor thereof, or if each and every stipulation, agreement, covenant and condition of the Note, the Amended/Consolidated Note and Security Instrument,

and of these presents, any or all, are not duly performed, complied with, and abided by, all other sums provided for in and by the Note, the Amended/Consolidated Note and Security Instrument as modified herein, shall be immediately due and payable and suit may be brought on the Note, the Amended/Consolidated Note and/or the Security Instrument as modified by this Instrument may be foreclosed in the manner set forth under the laws of the State of Alabama (either judicially or non-judicially) and as set forth in the Security Instrument as fully and completely and with the same effect as if the said indebtedness of the Note were originally stipulated to be the sum of \$2,400,000, anything in the Note and Security Instrument or herein, to the contrary notwithstanding.

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

8. This Agreement shall be binding upon and shall inure to the benefit of their heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

9. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural form thereof as required by the identity of the person or persons or the situation.

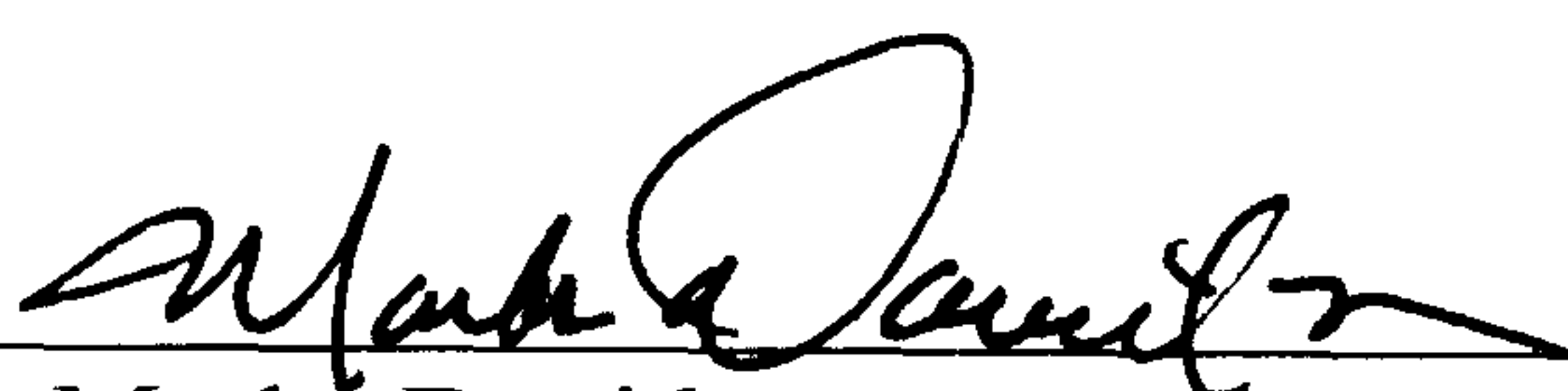
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto effective the day and year first above written.



Signed, sealed and delivered in the presence of:

Mortgagee:

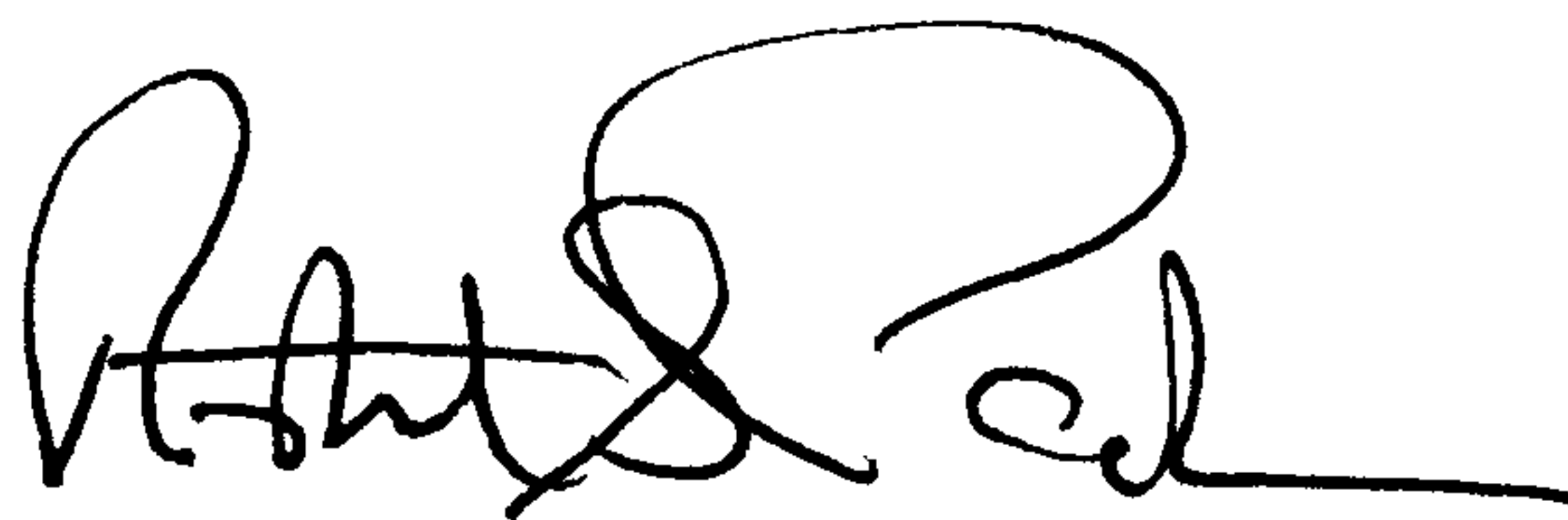
AMSOUTH BANK

By:   
Marks Davidson  
Its: Vice President

STATE OF ALABAMA

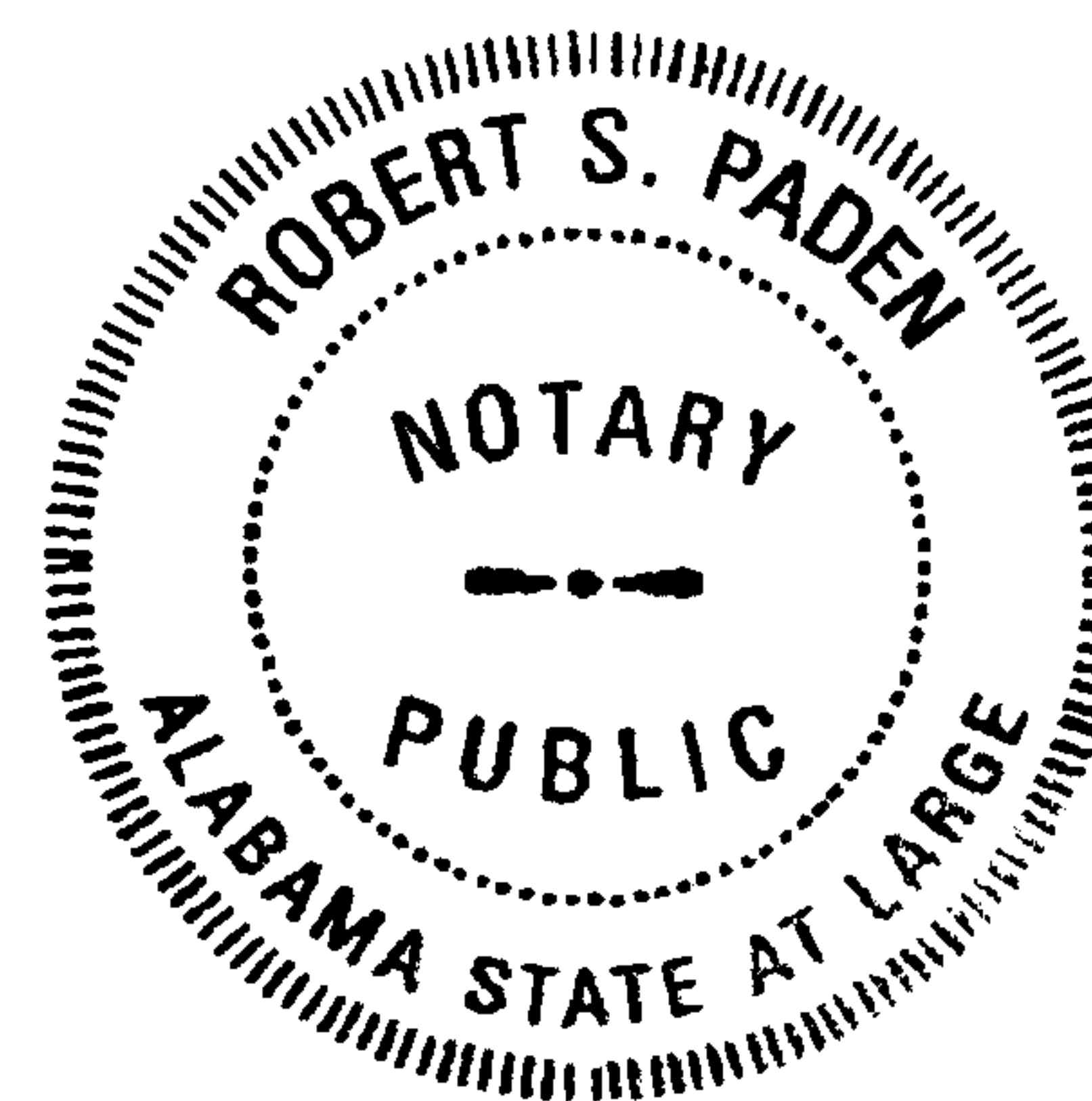
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2005, by Marks Davidson, the Vice President of AmSouth Bank, who is personally known to me or who has produced a driver's license as identification and who did take an oath.



Notary Public

My Commission expires: 7/16/06





20050628000319170 6/6 \$926.00  
Shelby Cnty Judge of Probate, AL  
06/28/2005 11:40:45AM FILED/CERT

MORTGAGORS:

R. Clark Parker

Kristi L. Parker

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R. CLARK PARKER and wife, Kristi L. PARKER, whose names are signed to the foregoing Mortgage Modification Agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of the Mortgage Modification Agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 16<sup>th</sup> day of June, 2005.

Notary Public

My commission expires: 7/14/26

wp8\shan\forms\mortgage modification parker 2

