


**Lenders Loan # 060115796**

  
20061207000593660 1/3 \$29.00  
Shelby Cnty Judge of Probate, AL  
12/07/2006 10:34:09AM FILED/CERT

**Prepared by: Whitney Poole**

✓ **Coats & Co., Inc.  
2000B SouthBridge Pkwy.  
Suite 200  
Birmingham, AL 35209**

## **LOAN MODIFICATION AGREEMENT**

**THIS AGREEMENT** is made and entered into between Coats & Co., Inc. (hereinafter referred to as the "Mortgagee") and Ronald L. Walker and spouse, Katherine S. Walker (hereinafter referred to as the "Mortgagor").

### **RECITALS**

- A.** Mortgagee is the owner and holder of that certain Mortgage, Deed of Trust, or Deed to Secure Debt (hereinafter referred to as the "Security Instrument") dated April 3, 2006, made by the Mortgagor to the Mortgagee, recorded in Book 20060411000168620, at page(s) 1/4, of the Public Records of Shelby County, Alabama; securing a debt evidenced by a promissory note (hereinafter referred to as the "Note") dated April 3, 2006, in the original amount of \$500,000. The Security Instrument encumbers property more particularly described in the Security Instrument.
- B.** Mortgagor, the owner in fee simple of all of the property subject to the Security Instrument, has requested Mortgagee to modify the Note and Security Instrument, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

### **TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter exchanged, and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00), receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.** The unpaid principal balance of the loan is \$500,000, and the interest will be paid to the effective date of this agreement.
- 2.** The terms and provisions of the Note are amended and modified in accordance with the following, but all other terms and conditions of the Note remain unchanged:

- ☒ The Principal Sum ("Loan Amount") is changed from \$500,000 to \$508,000.

SP



- ☐ The Maturity Date is changed from [Insert Original Maturity Date] to [Insert New Maturity Date].
- ☐ The Interest Rate is changed from [Insert Original Interest Rate] % to [Insert New Interest Rate] %.

3. The terms and provisions of the Security Instrument are amended and modified in accordance with the following, but all other terms and conditions of the Security Instrument remain unchanged:

- ☒ The Maximum Obligation Limit (Total Principal Amount) is changed from \$500,000 to \$508,000.
- ☐ The Maturity Date is changed from [Insert Original Maturity Date] to [Insert New Maturity Date].


4. Nothing herein invalidates or shall impair or release any agreements, conditions, covenants, or stipulations in the Note and Security Instrument, except as herein modified, and the same shall continue in full force and effect, and the undersigned further covenants and agrees to perform and comply with and abide by each of the agreements, conditions, covenants, and stipulations of the Note and Security Instrument which are not inconsistent herewith.

5. Neither Mortgagee nor Mortgagor intends to extinguish the prior Note and Security Instrument. The Note and Security Instrument shall retain their public record priority over subsequent interests.

6. All of the Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

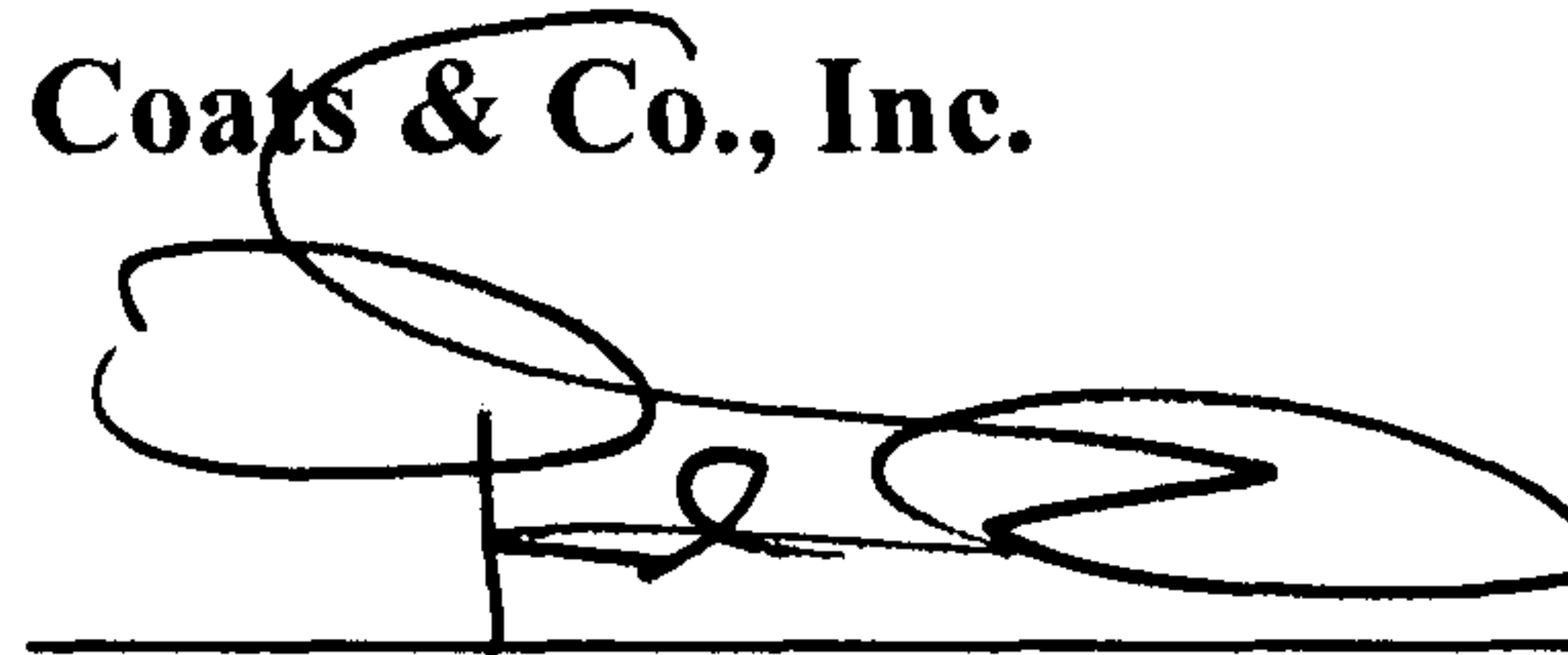
7. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, and successors of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto effective as of this the 17<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
Ronald L. Walker

  
\_\_\_\_\_  
Katherine S. Walker

Coats & Co., Inc.



Paul Sumner, Construction  
Lending Manager

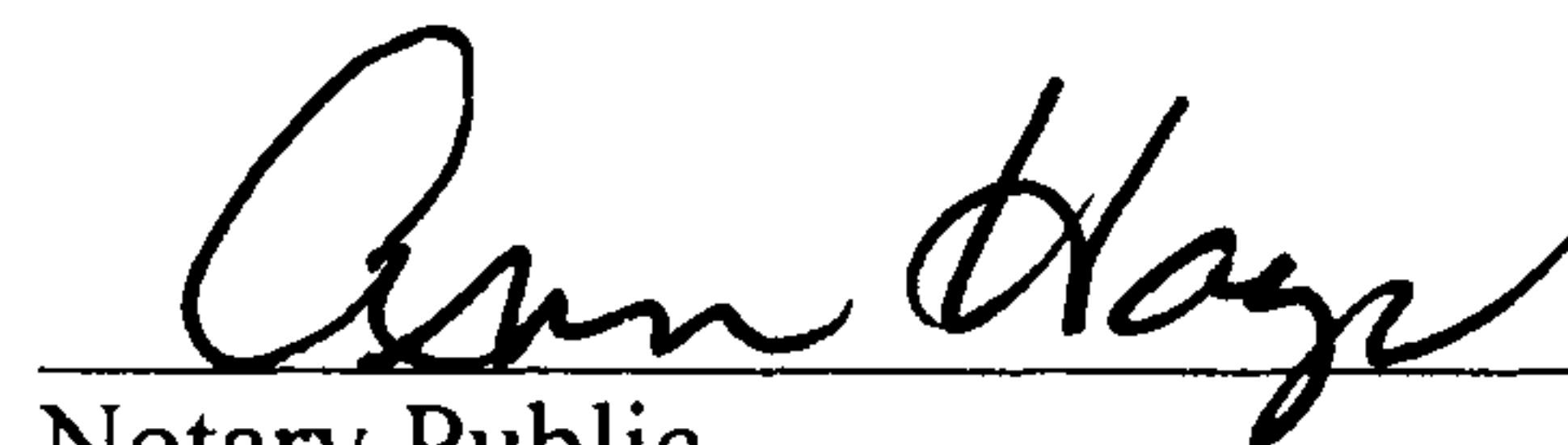
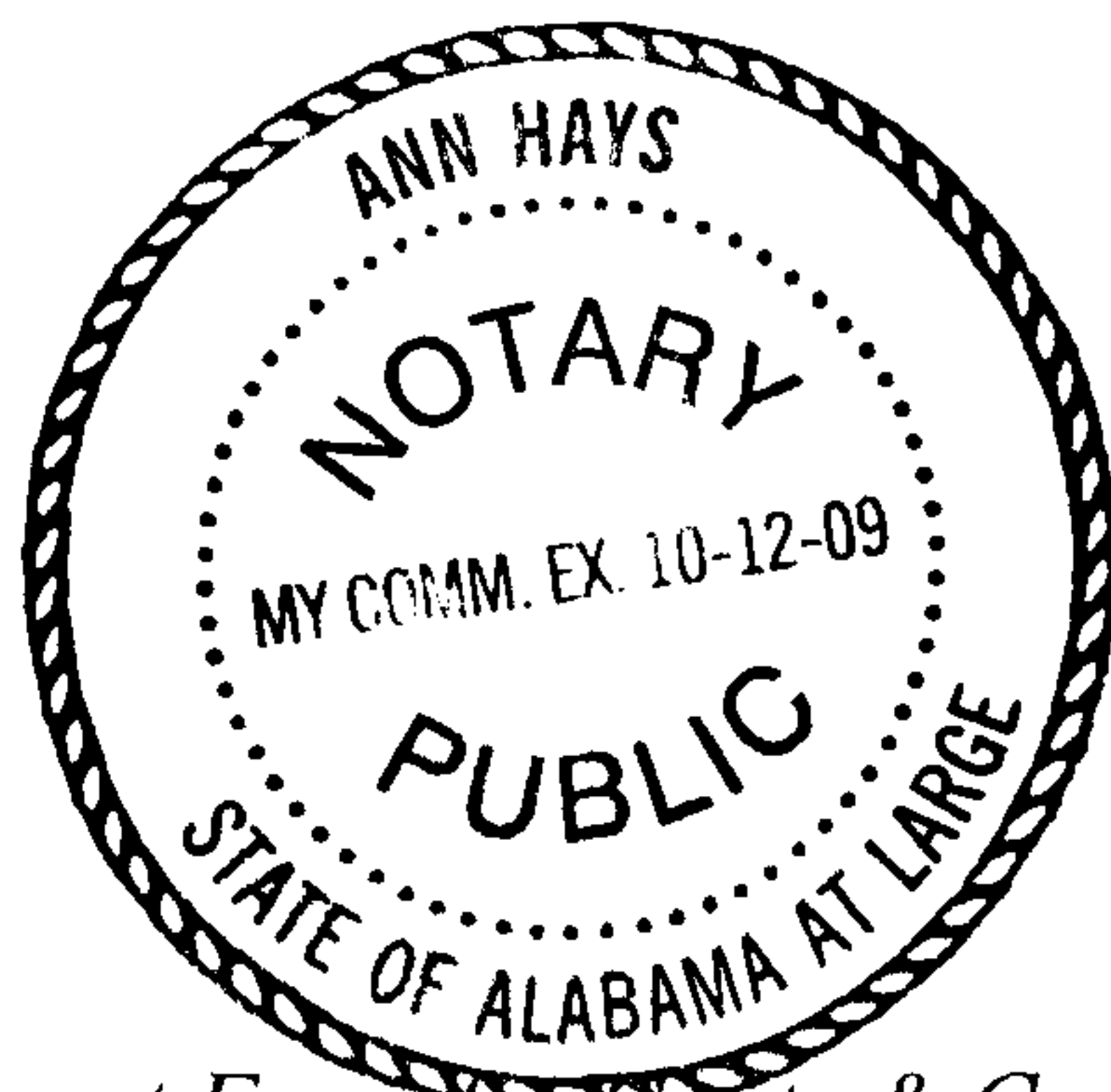
{Acknowledgement Form for Mortagor(s)}

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that the above listed party(s), whose name is(are) signed to the foregoing instrument, and who is(are) known to me or who was(were) made known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he(she)(they), with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1st day of December, 2006

[Seal]



Notary Public

My Commission Expires: \_\_\_\_\_

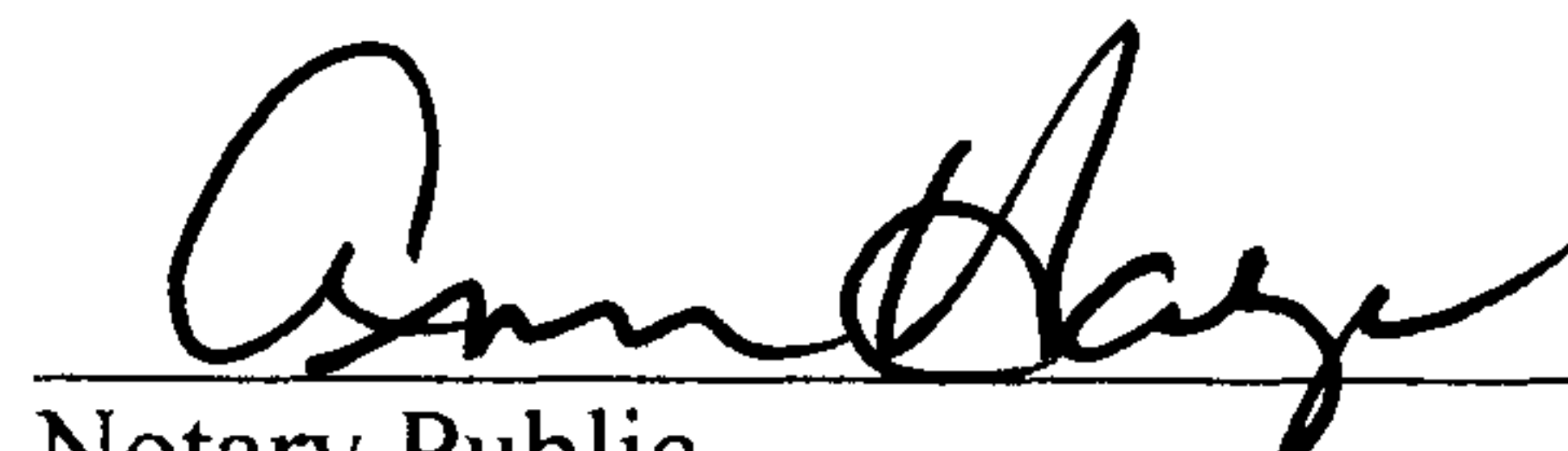
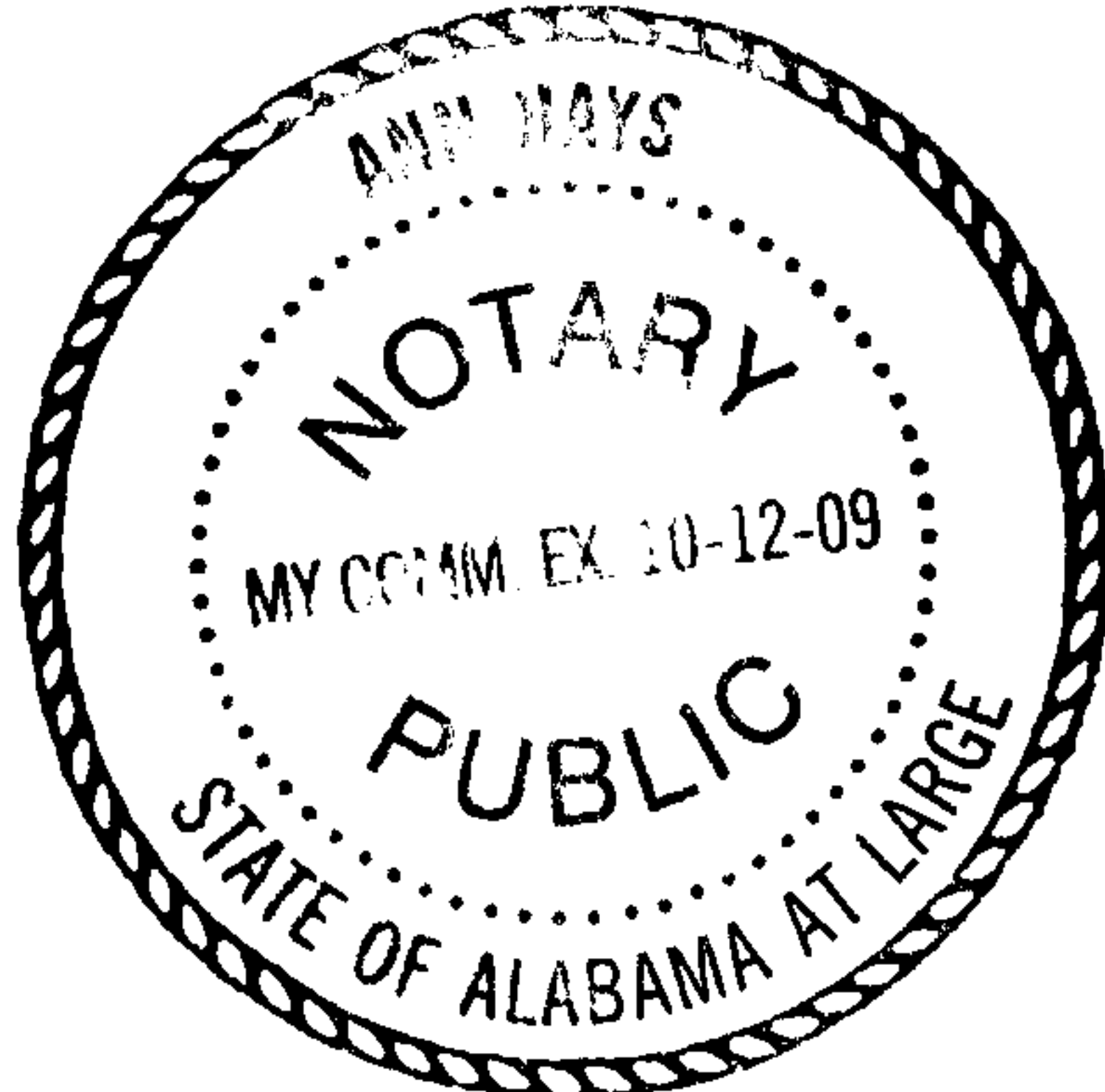
{Acknowledgment Form for Coats & Co., Inc. Representative}

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Sumner, the Construction Lending Manager for Coats & Co., Inc., whose name is signed to the foregoing instrument, and who is known to me or who was made known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1st day of December, 2006

[Seal]



Notary Public

My Commission Expires: \_\_\_\_\_