

**Lenders Loan # 69301305-207**

**Prepared by:**

**First Commercial Bank  
800 Shades Creek Parkway  
Birmingham, AL 35209**

## **LOAN MODIFICATION AGREEMENT**

**THIS AGREEMENT** is made and entered into between First Commercial Bank as Assignee of Coats & Co., Inc. (hereinafter referred to as the "Mortgagee") and Mark O. Johnson (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 February 16, 2004, made by the Mortgagor to the Mortgagee, recorded in Instrument 20040225000096030, of the Public Records of Shelby County, Alabama, assigned to First Commercial Bank in that certain Assignment of Mortgage and Related Documents recorded in Instrument 20061011000503990 of the Public Records of Shelby County, Alabama; securing a debt evidenced by a promissory note at the time payable to Coats & Co., Inc. (hereinafter referred to as the "Note") dated February 16, 2004, in the original amount of 52,000.00. 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 40,317.05, 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 [Insert Original Loan Amount] to [Insert New Loan Amount].
- ☒ The Maturity Date is changed from July 1, 2007 to February 1, 2008.
- ☐ 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 [Insert Original Principal Amount] to [Insert New Principal Amount].
- ☒ The Maturity Date is extended to February 1, 2008.

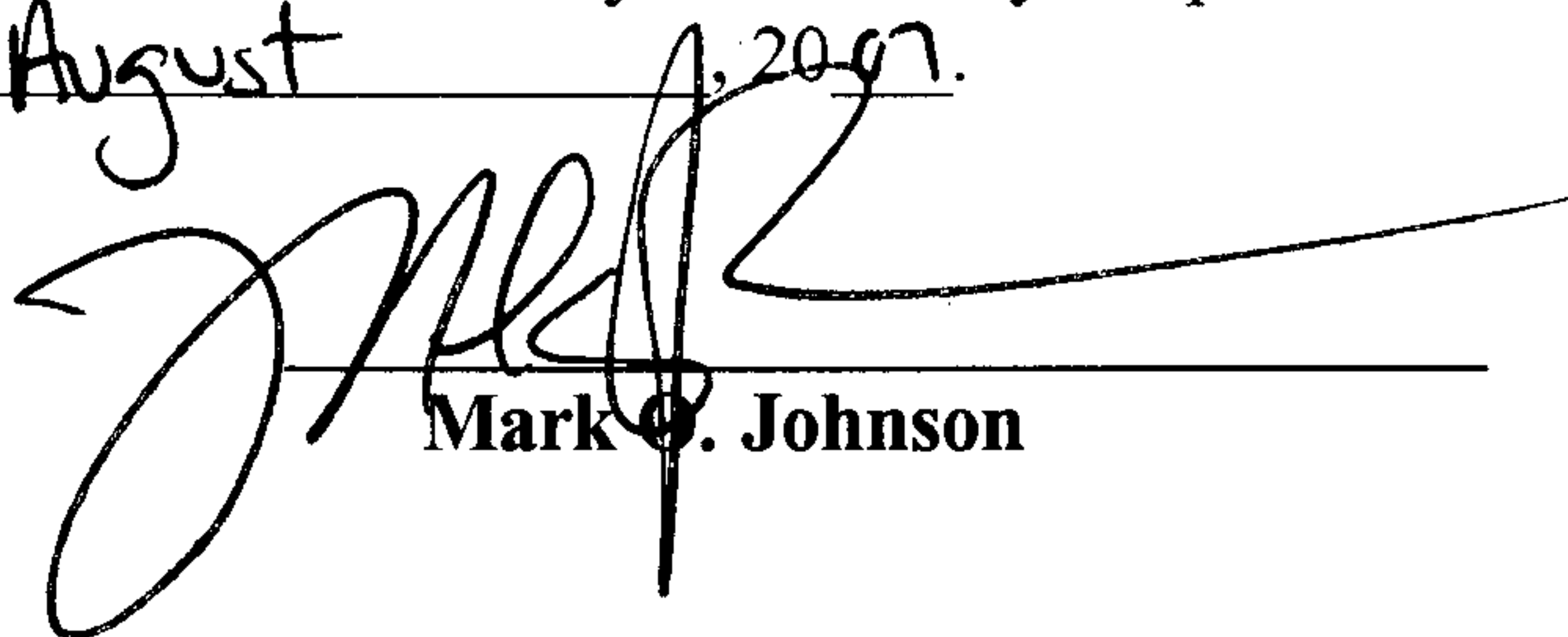
4. Nothing herein invalidates or shall impair or release any agreements, conditions, covenants, or stipulations in the Note and Security Instrument, except as herein modified, and the same shall continue in full force and effect, and the undersigned further covenants and agrees to perform and comply 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.

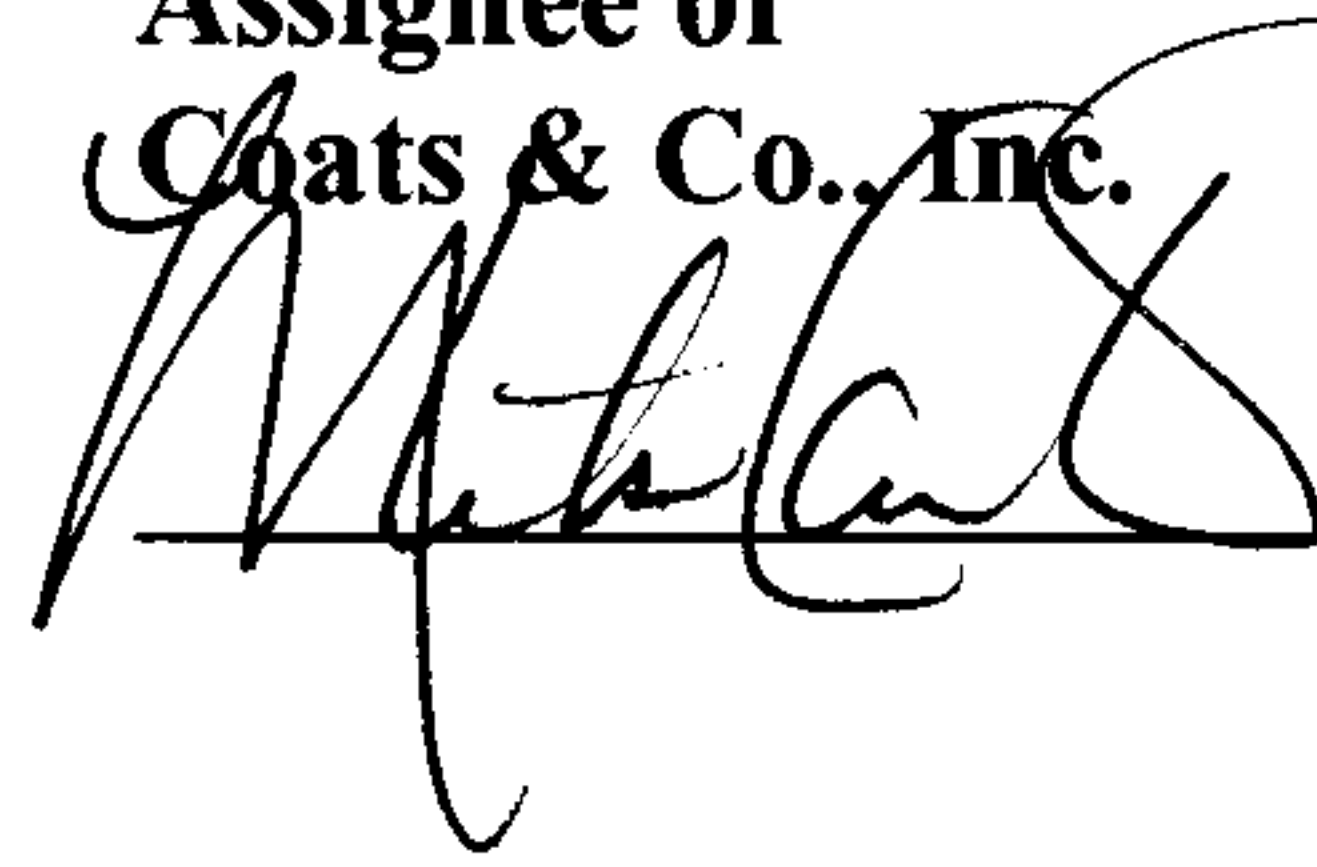
7. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, and successors of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto effective as of this the 1 day of August, 2007.

  
Mark G. Johnson



First Commercial Bank as  
Assignee of  
Coats & Co., Inc.



{Acknowledgement Form for Mortgagor(s)}

STATE OF ALABAMA )  
COUNTY OF )

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 1 day of August, 2007



Notary Public

My Commission Expires:

MY COMMISSION EXPIRES  
APRIL 18, 2009

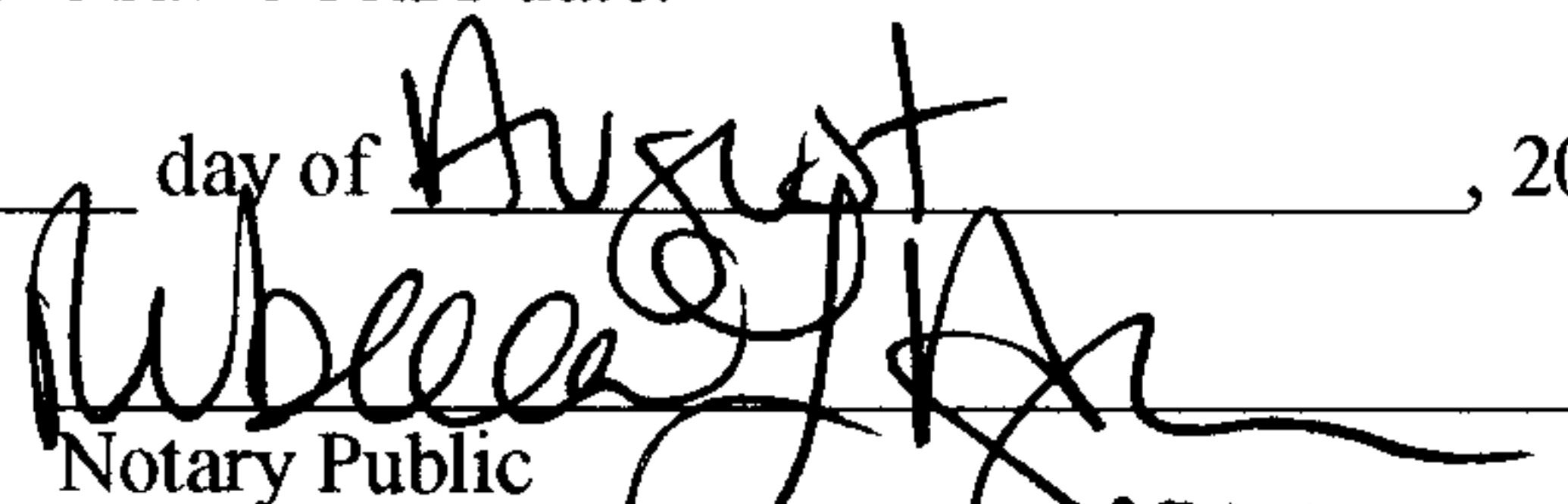
[Seal]

{Acknowledgment Form for First Commercial Bank, Representative}

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mike Carter Vice President of First Commercial Bank as Assignee of 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 1 day of August, 2007



Notary Public

My Commission Expires:

MY COMMISSION EXPIRES  
APRIL 18, 2009

[Seal]