

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):			Mortgage and Security Agreement (as recorded):		
Cooper, Charles E AND Cooper, Hope R.			Shelby County		
			County of Record		
			20030702000418420		
			1/6		
			Volume		
			Page		
45 West Highland			07/02/2003		
			Date of Record		
Mailing Address			Frontier Bank		
Vincent			Instrument Prepared		
AL					
3-5178					
City					
State					
Zip					
STATE OF ALABAMA					
COUNTY OF Shelby					

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of Frontier Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]:

- ☒ Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:
- A. Principal Sum of Indebtedness, as Recorded: \$ 46800.00
 - B. Increase in Principal Sum of Indebtedness: \$ 6046.39
 - C. Principal Sum of Indebtedness, as Amended \$ 52846.39

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured.

☐ Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:

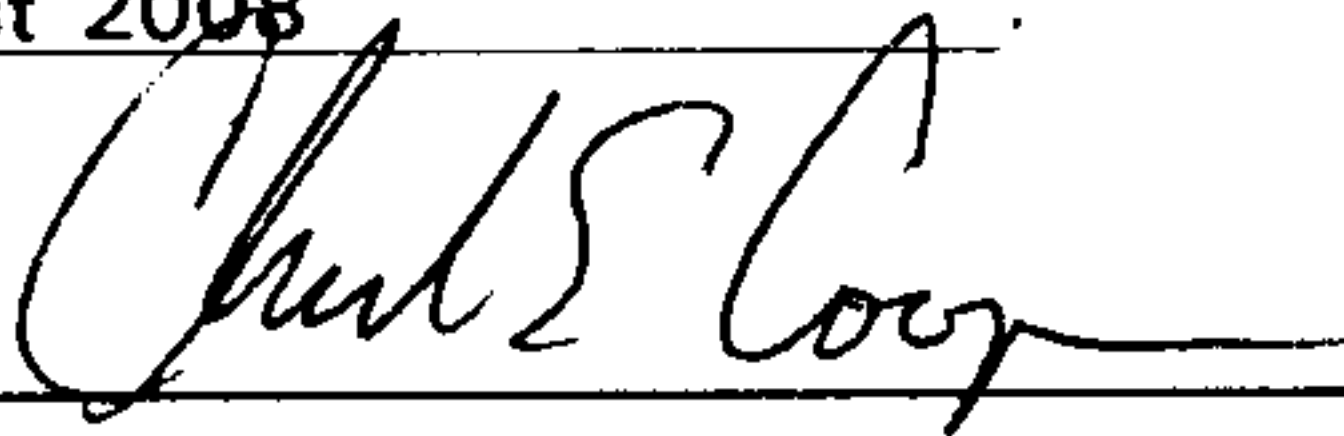
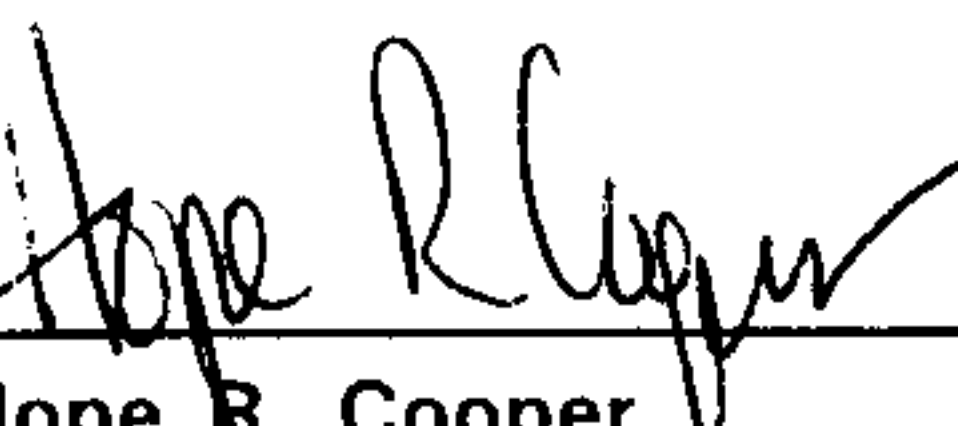
TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

☐ Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

☐ Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 25th day of August 2008

	<u>8-25-08</u>
Charles E Cooper	Date
	<u>8-25-08</u>
Hope R. Cooper	Date

_____	Date
_____	Date
_____	Date
_____	Date

CERTIFICATE

State of Alabama
County of Shelby

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$88,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: Charles E Cooper AND SPOUSE, Hope R.
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: Frontier Bank

Faye McGuire
By: Faye McGuire
Loan Officer
Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Alabama

I, Linda Pearce, a Notary Public in and for said County, in said State, hereby certify that Charles E. Cooper, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of August, 2008.

Linda Pearce
Notary Public
My Commission expires: August 30, 2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Alabama

I, Linda Pearce, a Notary Public in and for said County, in said State, hereby certify that Hope R. Cooper, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of August 2008.

Linda Pearce
Notary Public
My Commission expires: August 30, 2010

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____


I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____, of _____, a _____, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

Notary Public
My Commission expires: _____

This Instrument Prepared By:

Frontier Bank
42828 Highway 25
Vincent, AL 35178
Faye McGuire, Loan Officer


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Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK PAGE

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 25th day of August, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Frontier Bank ("Lender") of the same date and covering the property described in the Security Instrument and located at: 45 Highland Dr Vincent AL, AL 35178 [Property Address]

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND PERIODIC PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750%. The Note provides for changes in the interest rate and the payments, as follows:

PAYMENTS

(A) Periodic Payments

THIS NOTE IS DUE ON DEMAND, IF NO DEMAND THEN:

I will pay Principal and interest by making periodic payments on the 1st day of the month beginning on 10/01/2008 and on that day of every month thereafter.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

My periodic payments will be applied to interest before Principal. If, on 09/01/2028, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at Frontier Bank or at a different place if required by Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. \$ 675.06. This amount may change as provided in the Note.

(D) Periodic Payment Changes

Changes in my periodic payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my periodic payment in accordance with Section 4 of the Note.

INTEREST RATE AND PERIODIC PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date". The interest rate I will pay may change on 09/01/2009 and on that day of every annually thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: weekly average yield on US Treasury Securities adjusted to a constant maturity of one year

The most recent Index figure available as of the date ☒ 45 days ☐ before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 4.400 percentage points (4.400%) to/from the Current Index. ☒ The result of this calculation will be rounded off by the Note Holder to the nearest 0.125%.

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Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then calculate the amount of the periodic payment that would be sufficient to repay the then unpaid Principal in substantially equal payments over the remaining term of this Note at my new interest rate. The result of this calculation will be the new amount of my periodic payment until the next change in my periodic payment.

(D) Limits on Interest Rate Changes

☒ My interest rate will never be increased by more than 1.000 or decreased by more than 1.000 percentage points on any Single Change Date from the rate of interest I have been paying for the preceding period.

☒ My interest rate will never be greater than 12.750 % or less than 5.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

☐ B. FUNDS FOR TAXES AND INSURANCE

Uniform Covenant 3 of the Security Instrument is waived by the Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Charles E Cooper 8-25-08
Charles E Cooper Date


Hope R Cooper 8-25-08
Hope R. Cooper Date

Date

Date

Date

Date


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