

**REFINANCE
ADDENDUM TO DEED OF TRUST**

THIS ADDENDUM made and entered into this 28 day of FEBRUARY, 2009, by and among JOHN D CROMPTON AND DONNA K CROMPTON, JOINT TENANTS, party of the first part, whose address for the purposes of West Virginia Code Section 38 1-4 is:
4041 SUMMIT VIEW DRIVE HURRICANE, WV 25526

and **UNITED BANK**, a state banking corporation, party of the second part.

WHEREAS, the said parties of the first part granted certain real property situate in the County of Putnam, State of West Virginia, by a Deed of Trust dated the 31 day of January, 2007, and recorded in the Office of the County Commission of Putnam County, West Virginia, in Trust Deed Book No. 818 at Page No. 515-519, thereof, to certain Trustees named therein, upon the terms and conditions therein specified; and

WHEREAS, The said parties of the first part granted certain real property situate in the County of Shelby, State of Alabama, by a Mortgage dated the 31st day of January 2007, and Recorded in the Office of the County Commission of Shelby County, Alabama, recording number 20070412000170380 1/8 Shelby Cnty Judge of Probate, AL: and

WHEREAS, the said party of the second part is the owner and holder of the indebtedness secured by said Deed of Trust and therefore the beneficiary of said Deed of Trust; and

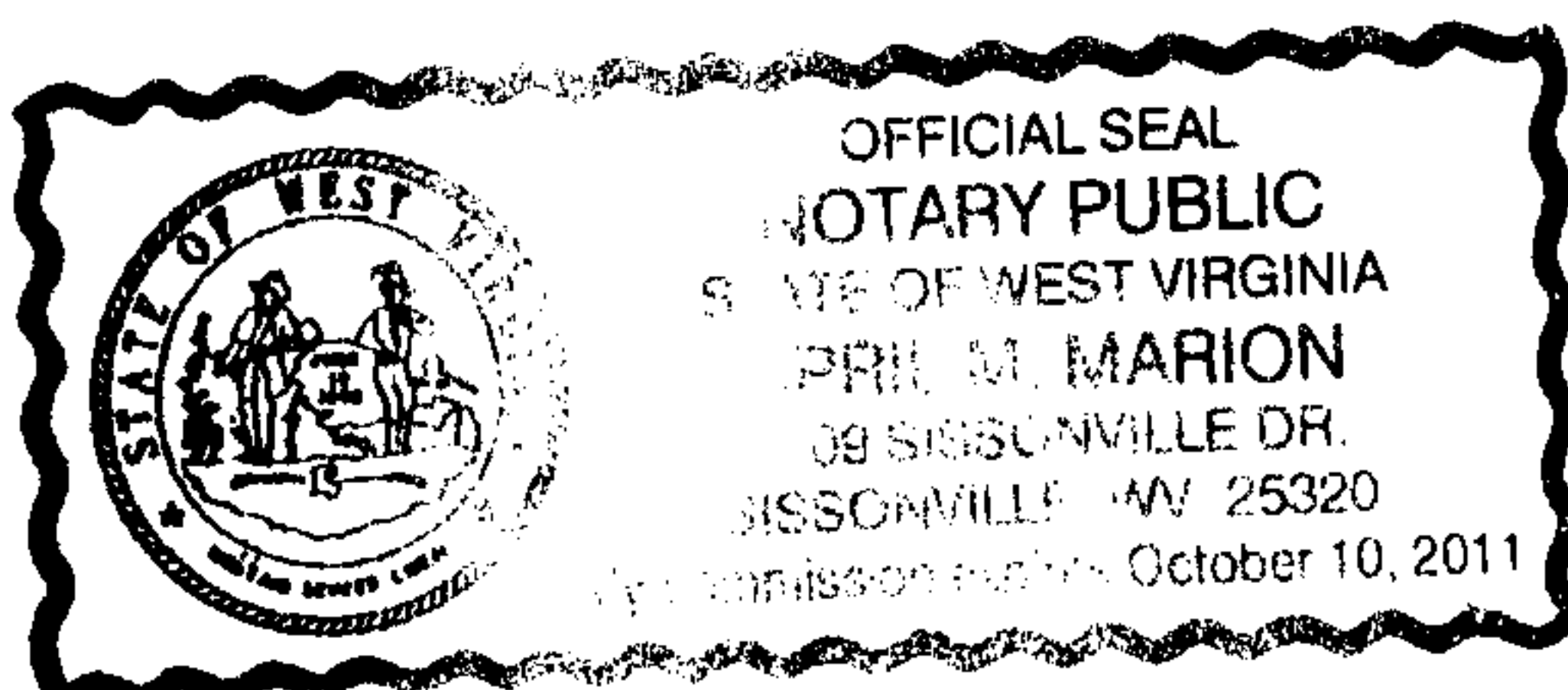
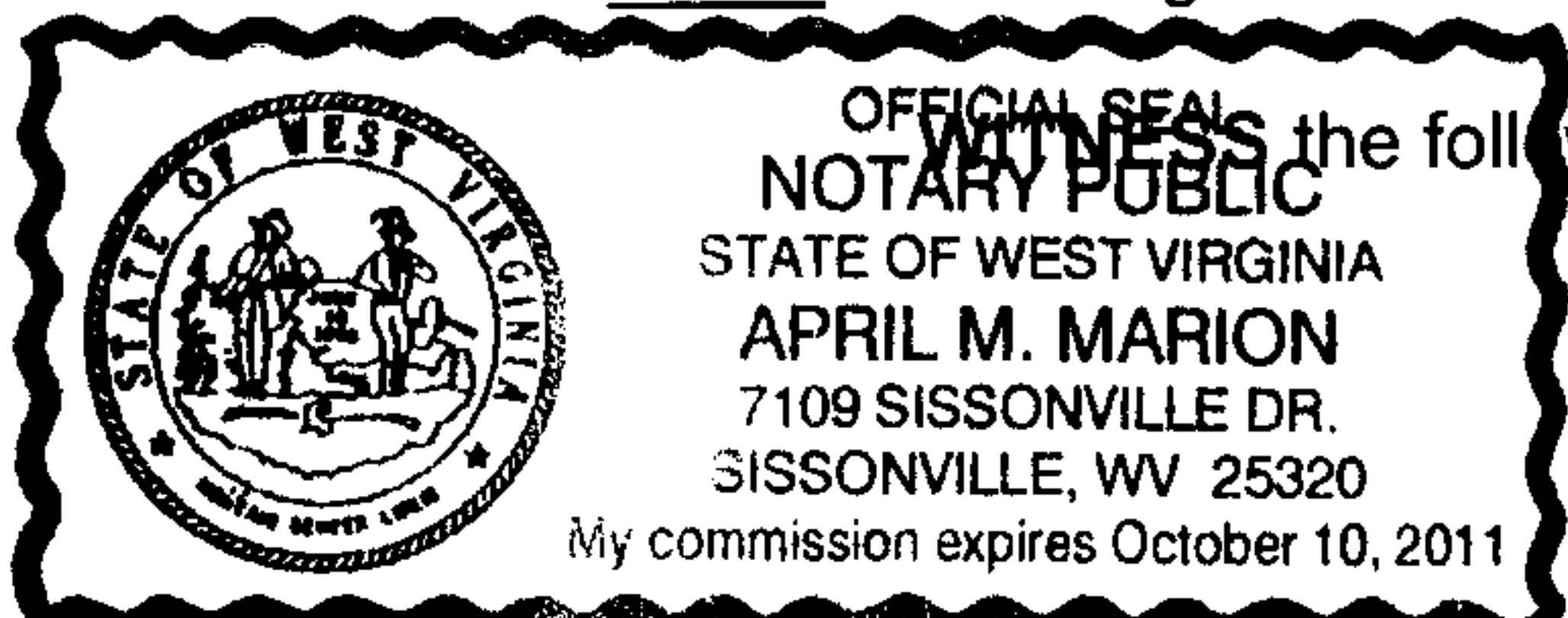
WHEREAS, the parties hereto desire to modify said Deed of Trust in the fashion hereinafter set forth and for the reason(s) set out herein; now, therefore,

WITNESSETH:

That in consideration of the premises, and the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the aforesaid Deed of Trust shall be modified and in all other respects, the aforesaid Deed of Trust is ratified, confirmed, approved and republished.

REASON FOR AMENDMENT:

- ☐ Conversion of the obligation secured from an adjustable rate obligation to a fixed rate obligation
- ☐ Conversion of the obligation secured from a balloon to a fixed rate obligation.
- ☒ Conversion of the obligation secured from a balloon to an adjustable rate obligation.
- ☒ Modification of the obligation secured from an interest-only payment to a fully amortized principal and interest payment. The new principal and Interest payment will be \$ _____ beginning _____, 20__.
- ☐ Original Deed of Trust did not disclose the maximum rate of interest which may be charged against an existing adjustable rate note.
- ☐ A change in the maximum rate of interest which may be charged against a Balloon Note.



X John D. Crompton (Seal)
Borrower

X Donna K. Crompton (Seal)
Borrower

UNITED BANK

By: Brenda K. Hays
Its: Vice President

STATE OF WEST VIRGINIA
COUNTY OF Marion, to-wit:

The foregoing instrument was acknowledged before me this the 28th day of February 2009 by John D. Crompton and Donna K. Crompton



20090330000116920 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/30/2009 03:52:59PM FILED/CERT

STATE OF WEST VIRGINIA

COUNTY OF Kanawha, to-wit:

The foregoing instrument was acknowledged before me this, the 28th day of February, 2009, by Brenda K. Stoffel of UNITED BANK, a state-banking corporation, on behalf of the association.

My commission expires: October 10, 2011.

April M. Marion
Notary Public

This document, prepared by United Bank, must be recorded with any applicable Riders. Rev. 01/08/09



20090330000116920 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/30/2009 03:52:59PM FILED/CERT

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 28TH..... day of FEBRUARY, 2009.....
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 (the "Borrower") to
secure Borrower's Adjustable Rate Note (the "Note") to UNITED BANK, INC., 500 VIRGINIA STREET, EAST, CHARLESTON, WV, 25322.
..... (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:
204 QUEENS FERRY LANE, BIRMINGHAM, AL 35242.....

[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 of5.375%. The Note provides for changes in the
interest rate and the payments, as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled: (mark one):

☐ I will make my periodic payments on the first day of each month beginning on

☒ I will make my periodic payments as follows:

360 MONTHLY PAYMENTS OF \$7,038.71 BEGINNING 04-01-2009. THIS IS A VARIABLE RATE LOAN AND THE PAYMENT AMOUNTS MAY CHANGE AFTER
THE 36TH PAYMENT AND EVERY 12TH PAYMENT THEREAFTER.

☐ THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN
INSTALLMENT OF \$ WILL BE DUE ON

The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This
notice will state the Balloon Payment amount and the date that it is due.

(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 03-01-2039.....
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 ...1200 GROSSCUP AVENUE, DUNBAR, WV 25064.....
.....
or at a different place if required by the Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. \$ 7,038.71.....
This amount may change.

WEST VIRGINIA ADJUSTABLE RATE RIDER

Bankers Systems, Inc., St. Cloud, MN Form ARLR-WV 8/28/2000
ref: ADJ-NOTE-WV

(page 1 of 2)

JC

WV

(D) Periodic Payment Changes

Changes in my periodic payments 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.

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

- ☐ The interest rate I will pay may change on the first day of and on that day every month thereafter.
- ☒ The interest rate I will pay may change .03-01-2012..... and on every 12TH MONTH..... thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: THE WEEKLY.. AVERAGE YIELD ON UNITED STATES 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 THREE..... percentage points (.....3.000%) to the Current Index. The result of this calculation:

- ☐ will not be rounded off.
- ☒ will be rounded off by the Note Holder to the nearest0.125%.
- ☐ will be rounded off by the Note Holder up to the nearest%.
- ☐ will be rounded off by the Note Holder down to the nearest%.

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 determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

(D) Limits on Interest Rate Changes

- ☒ My interest rate will never be increased or decreased on any single change date by more than TWO..... percentage points from the rate of interest I have been paying for the preceding period.
- ☒ My interest rate will never be greater than11.375% or less than3.000%.

(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

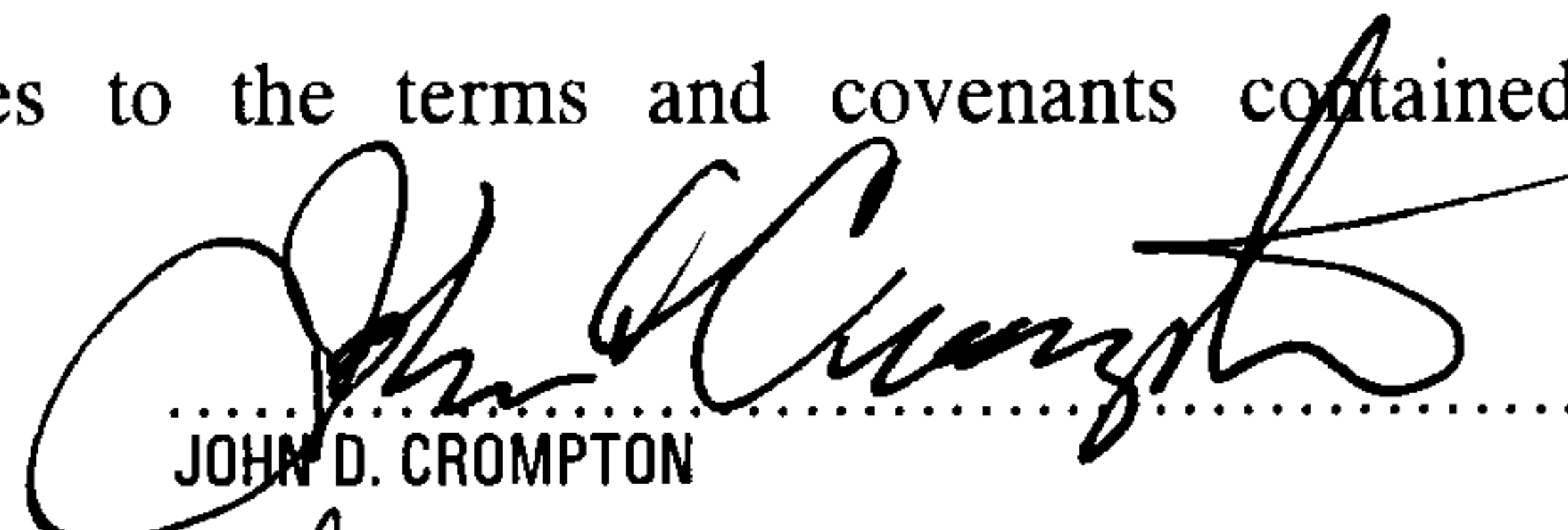
At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given me and also the title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

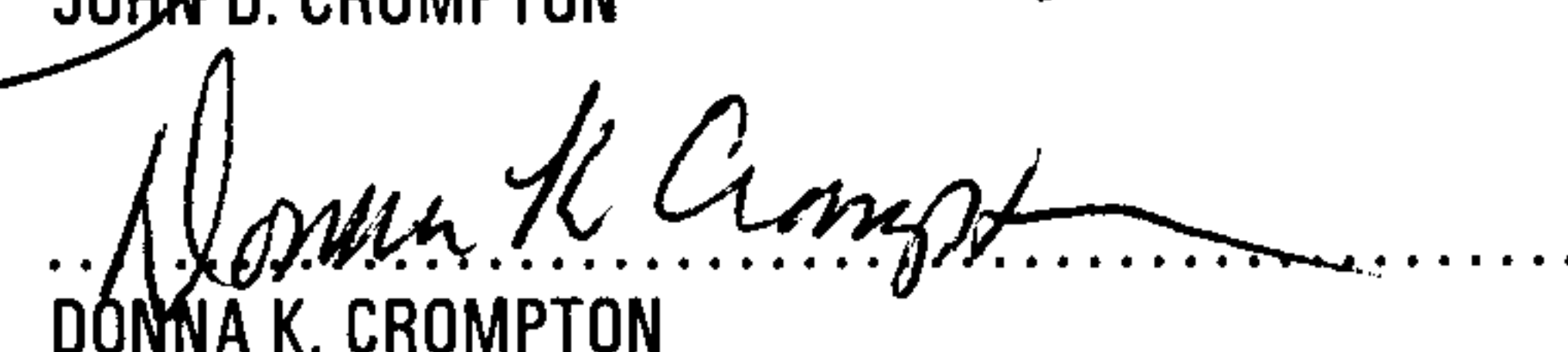
☒ B. FUNDS FOR TAXES AND INSURANCE

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.

20090330000116920 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
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 (Seal)
JOHN D. CROMPTON -Borrower

 (Seal)
DONNA K. CROMPTON -Borrower