

** This document is being recorded to correct that certain
Loan/Mortgage/Note Modification Agreement recorded in
Inst # 20130508000191230.



20130520000207210 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
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CORRECTIVE LOAN/MORTGAGE/NOTE MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 13th day of May, 2013, between Frank Gattina ("Borrower") and B.J. Jackson ("Lender"), amends and supplements (1) the Mortgage (the "Security Instrument"), dated 06/28/2012 and recorded in Instrument No. 20120711000246800 of the Judge of Probate Records of Shelby County, Alabama and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real property described in the Security Instrument and defined therein as the "Property", located at

2722 Chandalar Place Drive, Pelham, Alabama 35124

the real property described being set forth as follows:

SEE EXHIBIT "A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 05/03/2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 209,169.30, consisting of the unpaid amounts loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Frank Gattina. and B.J. Jackson agree to this modification. The intent of the parties is to extend the term of the loan to 180 months from 05/03/2013 to 05/03/2028.
3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.2%, from 05/03/2013. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,568.25 per month, beginning on the 1st day of June, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower and lender acknowledge this payment and due date is a change from the original note and other prior modification. If on 05/03/2028 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. ✓
4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the

expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note.

6. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.


- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- (f) The Borrower acknowledges that it has no defense, counterclaim, offset, cross complaint, claim or demand of any kind or nature whatsoever (collectively, the "Claims") that can be asserted to reduce or eliminate all or any part of Borrower's liability to repay the Indebtedness to Union State Bank or to seek affirmative relief for damages of any kind or nature from Union State Bank, which claim arise out of or are related to the Indebtedness. To the extent that any such Claim exist, it is fully, forever and irrevocably released as provided in paragraph 6, hereof.

- (g) Should the Borrower default in its obligation under the terms of this Agreement, the Note, or other financing documents, the terms of which are incorporated by reference herein and made a material part of this Agreement (except as modified herein), the Note shall become immediately due and payable in full.

- (h) The Borrowers, for its successors, heirs and assigns, affiliates, subsidiaries, officers, agents and employees does hereby release and forever discharge Union State Bank its successors and assigns, officers agents employees and attorneys, from any and all claims, demands, actions causes of actions, suits, damages, and loss of whatsoever kind and nature, for or on account of anything that has heretofore occurred up to and including the date of this agreement.

- (i) Union State Bank has agreed to the above changes to the existing note but only upon strict compliance with the terms and conditions contained herein and the terms and conditions of the original note and security documents except as modified herein. This Agreement is not intended to modify and does not modify the


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obligations of the Borrower pursuant to any loan or security agreement, guaranty or debt instrument, except to the extent expressly set forth herein. This Agreement shall insure to the benefit of, and be binding upon, the representatives, successors and assigns of the parties thereto, respectively. The parties each acknowledge that they have read and understood this Agreement, that they have had the ability to consult with an attorney of their own choosing, and that they execute this Agreement voluntarily. This Agreement may be executed in whole or in counterparts, each of which shall be an original but all of which, when taken together, shall constitute but one agreement. No hand written changes to this agreement have any affect whatsoever unless initialed by all parties to the agreement.

- (j) The undersigned Borrower, for and in consideration of Union State Bank agrees, if requested by the bank or closing agent for the bank, to fully cooperate and adjust for clerical errors on any or all of the loan closing documentation including but not limited to this agreement if deemed necessary at the reasonable discretion of Union State Bank. The undersigned Borrower hereby so agrees and covenants in order to assure among other things that the loan documentation will reflect the agreement of the parties and that the loan documentation will also be acceptable in the market place in the instance of sale, transfer, or conveyance by Union State Bank of its interest in said loan documentation. The undersigned Borrower agrees that the failure of Borrower to cooperate, adjust, and/or replace any such loan documentation as provided herein, upon the reasonable request of Union State Bank, will constitute a default under the loan documentation.
- (k) No course of dealing between the bank and borrower shall be effective to amend, modify or change any position of this Agreement.
- (l) The collateral of Borrower in which Union State Bank has a security interest in secures the principle and interest on all the Indebtedness, obligations (including obligations of performance), and liabilities of Borrower to Union State Bank of every kind and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, or acquired by Union State Bank from any source, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, or otherwise, and any and all extensions, forbearances, or renewals of any of the same, including without limitation any reimbursement obligation incurred in connection with the issuance of a letter of credit.
- (m) In the event of the failure of Borrower to make the payments when due as called for in this agreement or the failure of the Borrower to make the payments on any of its other obligations to Union State Bank ("Obligations" meaning thereby this note and any and all renewals and extensions thereof and all other liabilities of the Borrower to Union State Bank, now existing or hereafter incurred or arising, direct or indirect, and however incurred), Union State Bank shall have the right at its election and without notice to Borrower to declare all obligations of the Borrower immediately due and payable in full.
- (n) All disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Arbitration Rules for Commercial Financial Disputes of the American Arbitration Association. All defenses, including those defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in such arbitration proceedings. Notwithstanding the foregoing, the Borrower agrees that Union State Bank shall have the right, but not the obligation, to submit and pursue in a court of law any claim against Borrower for a debt due. No provision of, nor the exercise of any rights under this section, shall limit the bank's rights to foreclose against any real or personal property by exercise of a power of sale under a mortgage, to exercise self-help remedies such as repossession or set-off, or to obtain provisional or ancillary remedies such as injunctive relief, attachment or the appointment of a receiver from a court having jurisdiction either before, during or after the pendency of any arbitration. The arbitrator may not award punitive damages, treble damages, penalties, or attorney's fees.
- (o) The laws of the state in which you are located will govern this agreement. Whenever possible, each provision of this agreement shall be interpreted in such a manner to be effective and valid under applicable law. If any provision shall be deemed ineffective and/or invalid, this will not invalidate the remainder of this agreement. The proper venue for any civil action between parties shall be the Circuit Court of the state that governs this agreement.
- (p) No failure or delay on the part of the bank in exercising any right, power, or privilege under this agreement or any of the other loan documents shall operate as a waiver thereof. In addition, a single and/or partial exercise of any right, power or privilege under this agreement or any of the other loan documents does not preclude any other and/or future exercise of any right, power, or privilege granted the bank in this agreement



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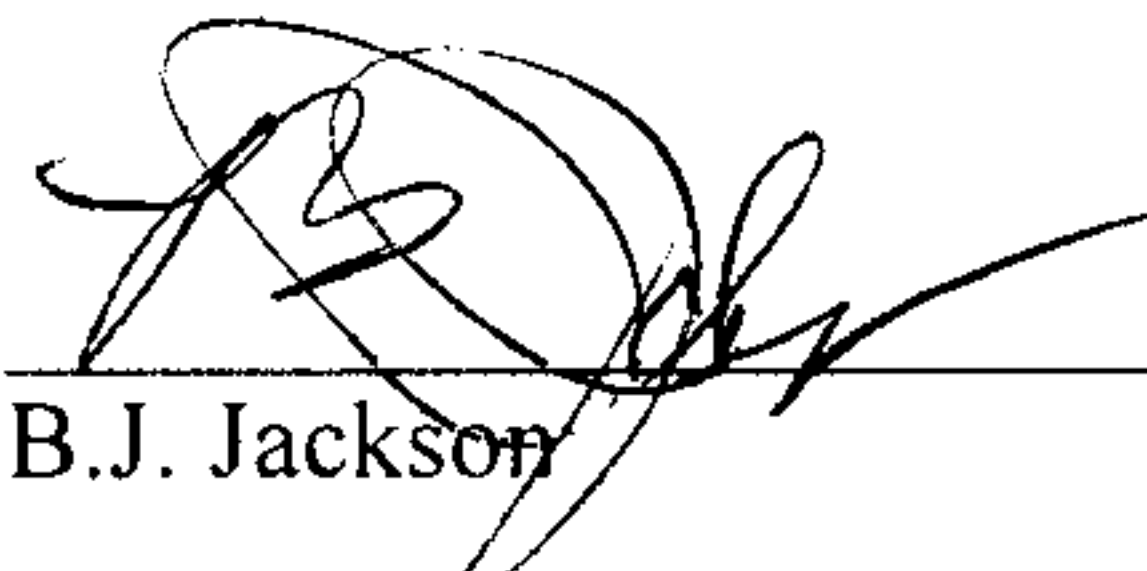
or any of the other loan documents. No modification, amendment, and/or waiver of any provision of this agreement or any of the other loan documents shall be effective unless in writing and signed by a duly authorized officer of the bank, and then only in the specific instance and for the purpose for which given.

IN WITNESS WHEREOF, the parties have hereunto set their names and seals, all as of the day and year first written above.

Borrower



Frank Gattina

Lender


B.J. Jackson

STATE OF ALABAMA
COUNTY OF SHELBY

SWORN TO AND SUBSCRIBED before me this the 13th day of may, 2013.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 15, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS




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EXHIBIT A

LEGAL DESCRIPTION:

Part of the NW 1/4 of NE 1/4, Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said NW 1/4 of NE 1/4 run in an Easterly direction along the South line of 1/4-1/4 Section for a distance of 432.76 feet to the point of beginning; thence continue along last mentioned course for a distance of 194.98 feet to an existing iron pin; thence turn an angle to the left of 89 degrees 58 minutes 40 seconds and run in a Northerly direction for a distance of 153.51 feet to an existing iron pin; thence turn an angle to the left of 85 degrees 47 minutes 50.5 seconds and run in a Westerly direction for a distance of 183.20 feet to an existing iron pin; thence turn an angle to the left of 90 degrees and run in a Southerly direction for a distance of 167.46 feet more or less to the point of beginning; being situated in Shelby County, Alabama.



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