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MODIFICATION AGREEMENT

This agreement made this 9th day of July 1985 between First Federal Savings and Loan Association of Alabama, hereinafter referred to as Mortgagee, and Dennis Whisenant and wife, Marilynne A. Whisenant, hereinafter referred to as Mortgagor.

WHEREAS the Mortgagor is now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Mortgagee, the payment of which is secured by a note and a security instrument dated June 22, 1984 and recorded in the office of the Judge of Probate of Shelby County, Mortgage Book Alabama in Real Volume 452, Page 512. The property is more specifically described as follows:

Lot 25, according to survey of PortSouth, Third Sector, as recorded in Map Book 7, Page 110 in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

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WHEREAS the parties mutually desire to modify the terms of said indebtedness by changing the interest rate required on said note.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

Mortgagor hereby agrees to pay the unpaid principal balance of said indebtedness according to the terms and conditions of the new note executed simultaneous with this Modification Agreement.

It is the intent of the parties hereto that the lien and priority of the aforesaid mortgage indebtedness remain in full force and effect and that the property encumbered thereby continue to be subject to the lien of such mortgage as security for the payment of the new note executed this date.

This agreement is pursuant to that option conversion feature in the above referenced mortgage which is being exercised by the mortgagor this date.

Given under our hands and seals this the 9th day of July, 1985.

First Federal Savings and Loan Association  
of Alabama by:

Edward A. Davidson  
Edward A. Davidson, Assistant Vice President

Dennis K. Whisenant  
Mortgagor Dennis Whisenant

Marilynne A. Whisenant  
Mortgagor Marilynne A. Whisenant

Mortgagor



Sworn to and subscribed before  
me this the 9th day of July, 1985.

Jimmy C. Maple  
Notary Public

My commission expires 8-31-85

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STATE OF ALABAMA  
I CERTIFY THAT  
INSTRUMENT FILED

1985 JUL 12 AM 9:45

Thomas H. Whisenant, Jr.  
JUDGE OF THE COURT

#### RECORDING FEES

Mortgage Tax	\$	_____
Deed Tax		_____
Mineral Tax		_____
Recording Fee		<u>5.00</u>
Index Fee		<u>1.00</u>
TOTAL	\$	<u>6.00</u>