

THIS INSTRUMENT PREPARED BY:

Nancy C. Osborne  
Lewis Martin Burnett & Dunkle  
1900 SouthTrust Tower  
Birmingham, Alabama 35203

STATE OF ALABAMA )  
SHELBY COUNTY )

1276  
FIRST MODIFICATION  
TO  
NOTE AND MORTGAGE

THIS AGREEMENT made as of the 8<sup>th</sup> day of August, 1988, by and between JAMES W. KLUBER, a married man ("Borrower") and THE SOUTH CAROLINA NATIONAL BANK ("Lender").

WITNESSETH:

WHEREAS, the Lender is the holder of a Promissory Note in the principal amount of \$180,000.00 dated January 6, 1987, made by Borrower in favor of Lender ("Note"). The Note is secured by a Mortgage and Security Agreement recorded January 7, 1987 in Book 108, Page 624, in the Probate Office of Shelby County, Alabama, executed by Borrower in favor of Lender ("Mortgage").

WHEREAS, the Borrower and Lender desire to modify the Note and Mortgage to effect the within modifications.

NOW THEREFORE, in consideration of the premises and of other due, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification. The monthly payments of principal and interest under the Note and Mortgage are hereby modified and shall be as follows:

Monthly Payments. Installments of interest only at the rate stated in the Note, payable in arrears, shall be due and payable commencing on the first day of September, 1988 and on the first day of each month thereafter through December 1, 1988. Thereafter, installments of principal and interest in the amount of One Thousand Six Hundred Seventy-Four and 76/100 Dollars (\$1,674.76) (which were calculated on the basis of a 20-year amortization of principal and interest from the inception of the Note) shall be due and payable commencing on the first day of January, 1989 and on the first day of each month thereafter until the due date of the entire remaining principal balance, together with accrued interest, as set forth in the Note which is

which is January 1, 1997. BORROWER AGAIN ACKNOWLEDGES THAT THE NOTE DOES NOT SELF-AMORTIZE AND THAT THE SUBSTANTIAL BALLOON PAYMENT OF PRINCIPAL SHALL BE DUE AND PAYABLE ON JANUARY 1, 1997, TOGETHER WITH INTEREST AS PROVIDED IN THE NOTE.

2. Representations. Borrower hereby represents and warrants to Lender that since January 6, 1987 no deeds, leases or other mortgages or instruments of any nature affecting the property described in the Mortgage have been placed upon the said property and that no liens or encumbrances of any nature have been or are threatened to be placed upon or attached to said property.

3. Survival of Lien. The Mortgage shall remain valid and shall be in full force and effect as to each and every advance made thereunder regardless of any prepayments thereunder made as a result of any release or as a result of any other occurrence. Notwithstanding any other provision to the contrary, the Mortgage and all representations and covenants of Borrower contained therein and the lien of the Mortgage shall survive the maturity of the Mortgage and Borrower shall not have the right to a release of the collateral from the encumbrance of the Mortgage or to a release of any other security for the loan until all Borrower's obligations under the Note and Mortgage have been paid and performed in full.

4. Ratification. Except as expressly modified herein, all of the terms, covenants, conditions, agreements and stipulations of the Note and Mortgage shall remain in full force and effect and are hereby ratified and confirmed by the Borrower. The Borrower hereby covenants that there are no modifications or amendments to the Note and Mortgage other than those specifically set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of this 8<sup>th</sup> day of August, 1988.

WITNESS:

St. Gerald Burnett  
Nancy C. Osborne

"BORROWER:"

James W. Kluber [SEAL]  
James W. Kluber

"LENDER:"

WITNESS:

Dennis G. Davis  
Cindy M. Hedman

THE SOUTH CAROLINA NATIONAL BANK

By Samuel H. Hines  
Its Senior Vice President

James W. Kluber  
David S. Henry

ATTEST:

By: James V. Johnson, Jr.  
Its: Assistant Vice President

[SEAL]

BOOK 199 PAGE 633

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James W. Kluber, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, executed the same voluntarily.

Given under my hand and official seal this 13<sup>TH</sup> day of August, 1988.

Nancy C. Osborne  
Notary Public

My Commission Expires: 1/29/91

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that David L. Beard, whose name as Senior Vice President of The South Carolina National Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 8<sup>th</sup> day of August, 1988.

Jane A. Humphris  
Notary Public  
My Commission Expires: 8/16/90

BOOK 199 PAGE 634

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James V. Johnson III, whose name as Assistant Vice President of The South Carolina National Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 10<sup>th</sup> day of August, 1988.

Matthew D. Quilley  
Notary Public  
My Commission Expires: 4-16-1992

Ellen M. Kluber joins in the foregoing First Modification To Note and Mortgage for the sole purpose of releasing any homestead or other marital rights she may have in the mortgaged property without assuming any obligations under the Note.

Ellen M. Kluber [SEAL]  
Ellen M. Kluber

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ellen M. Kluber, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, executed the same voluntarily.

Given under my hand and official seal this 13<sup>th</sup> day of August, 1988.

Harvey C. Osborne  
Notary Public

My Commission Expires: 1/29/91

BOOK 199 PAGE 635

RECORDING FEES	
Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>13.50</u>

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 AUG 17 AM 8:40

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE