

This instrument prepared by Amy Butler

1261
MODIFICATION AGREEMENT

THE STATE OF Alabama)
Shelby COUNTY)

ACCOUNT # 00-40-883067

PMI CERTIFICATE # n/a

This Agreement made and entered into on this 12th day of January, 19 90, by and between David M. Dennis and wife Katrina C. Dennis

(hereinafter referred to as "Borrower"), and JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Association"):

WITNESSETH

WHEREAS, Leon E. Gilham, Jr. and wife, May Henson Gilham

did on, to-wit: the 30th day of May, 19 86, execute to the Association a mortgage covering certain real property located and situated in Shelby County, Alabama, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 075, Page 171, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by David M. Dennis and wife, Katrina C. Dennis

executed on the 29th day of December, 19 88, which said Assumption Agreement is recorded on the 12th day of January, 19 89, in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 222, Page 51, and

WHEREAS, the original principal balance due on the indebtedness secured by said mortgage in the principal sum of \$ 115,300.00; and

WHEREAS, Borrower is desirous of converting said note and mortgage from an adjustable to a fixed rate mortgage loan.

NOW, THEREFORE, in consideration of the premises and other value consideration in hand paid by the parties hereto to each other, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. That the present principal balance of the indebtedness securing said mortgage is in the amount of \$ 111,701.02.

2. The Borrower agrees to pay said present principal balance of \$ 111,701.02 in accordance with the following loan plan of the Association:

Borrower shall pay to the Association the balance due on said note and mortgage with interest at the rate of ten and one fourth percent (10.25 %) per annum payable in equal monthly principal and interest installments of \$ 1,023.13, with the first such monthly installment being due and payable on the 1st day of February, 19 89, and on the first day of each successive month thereafter to and including the first day of June 20 16, on which said latter date the entire unpaid balance of principal together with all accrued interest shall be due and payable unless sooner paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid balance of principal, and the remainder of said installments shall be applied to the reduction of principal.

3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the date herein above first written.

Richard Brazil
Witness

David M. Dennis (SEAL)
Borrower David M. Dennis

Katrina C. Dennis (SEAL)
Borrower [sign original only]

Katrina C. Dennis

THE STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David M. Dennis and Katrina C. Dennis, whose names as Borrowers are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 12th day of January, 19 90.

Kaura S. McCullers
NOTARY PUBLIC NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: NOV. 21, 1992
My commission expires THRU NOTARY PUBLIC UNDERWRITERS

JEFFERSON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BIRMINGHAM
("Association")

BY: Allen L. Harris

ITS: Assistant Vice President

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lillian R. Shannon whose name as Assistant Vice President of Jefferson Federal Savings and Loan Association of Birmingham, an association, 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 the corporation.

Given under my hand and seal of office this 17th day of January, 19 90.

David G. Fultz
NOTARY PUBLIC
My Commission expires _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JAN 18 AM 10:04

James A. Shannon, Jr.
JUDGE OF PROBATE

MY COMMISSION EXPIRES OCTOBER 1, 1990

1. Dead Tax	\$	_____
2. _____	\$	_____
3. _____	\$	5.00
4. _____	\$	3.00
5. _____	\$	1.00
6. _____	\$	_____
Total	\$	9.00