SECOR BANK, FSB, P O BOX 830470
BIRMINGHAM, AL 35283-0470 RETURN TO: VICKI HASSINGER

FOR MORTGAGE AND NOTE MODIFICATION - NOT FOR ADDITIONAL ADVANCE Loan No. 0041037464

State of Alabama }
JEFFERSON **County**

Memorandum of Agreement

made and entered into by and between THOMAS J. BARBREE AND WIFE EDNA H. BARBREE hereinafter, for the sake of brevity, called Borrower, and Secor Bank, Federal Savings Bank, a corporation, hereinafter, for the sake of brevity, called Association, on this 15TH day of OCTOBER, 19 92.

WITNESSETH:

Whereas, THOMAS J. BARBREE & EDNA H. BARBREE did, on to-wit, the 21ST day of JULY, 19 86, execute to the Association a mortgage conveying certain property situated in SHELBY COUNTY, ALABAMA which mortgage is recorded in the Probate Office of SHELBY COUNTY in ~~XXXXXX~~ BOOK 084 on page 131 reference being hereby made to said record for a particular description of said property, said mortgage and note therein described; and

Whereas, Borrower is now the owner of the property described therein; and

Whereas, the balance due as of this date on said mortgage is $ 30,000.00; and said balance is fully secured by the above mentioned mortgage just as if said amount had been originally stated therein: and

Whereas, Borrower is desirous of paying the said balance in accordance with the loan plan of the Association, and the rules and regulations governing same as hereinafter set out.

Now, therefore, the premises considered, and in the further consideration of the benefit accruing to both of the parties hereto by the execution of this agreement, it is hereby agreed by the parties hereto as follows:

MODIFICATION OF PRINCIPAL AND INTERST PAYMENT TO $ 270.48 PER PAYMENT BEGINNING WITH THE NOVEMBER 1, 1992 PAYMENT.

MATURITY DATE TO REMAIN AT AUGUST 1, 2016.

Inst # 1992-24629

10/26/1992-24629
02:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 7.50

RECEIVED
OCT 22 1992
Ans'd.....

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, including 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 day and date hereinabove first written.

Secor Bank, Federal Savings Bank

by: Victoria P Hassinger L.S.
Its Asst. Vice President

Thomas J Barbree L.S.
THOMAS J. BARBREE

Edna H. Barbree L.S.
EDNA H. BARBREE

STATE OF ALABAMA. JEFFERSON COUNTY.

I, THE UNDERSIGNED, a Notary Public in and for said county and State, hereby certify that Victoria P. Hassinger, whose name as Asst. Vice President of SECOR BANK, FSB a corporation, 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 the 19th day of October, 19 92.

Cassandra Lane Sons
MY COMMISSION EXPIRES JULY 13, 1996 Notary Public

STATE OF

I, THE UNDERSIGNED, a Notary Public in and for said County and State, hereby certify that THOMAS J. BARBREE & EDNA H. BARBREE whose nameS 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 same bears date.

Given under my hand and seal of office this 19th day of October, 19 92.

Cassandra L. Sons Notary Public

MY COMMISSION EXPIRES JULY 13, 1996

FRM-6087