

This Instrument Prepared By:  
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Inst # 1999-14095

04/05/1999-14095  
09:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

STATE OF ALABAMA )

SHELBY COUNTY )

**SECOND MODIFICATION OF MORTGAGE AND NOTE**

This Second Modification of Mortgage and Note made this 26<sup>th</sup> day of March 1999,  
by RANDALL H. GOGGANS ("Borrower") in favor of JOHN C. HEARN ("Lender").

WHEREAS, on the 3<sup>RD</sup> day of August, 1998, Borrower gave to Lender a mortgage encumbering real property located in Shelby County, Alabama (the "Mortgage"), which Mortgage is recorded in Instrument #1998-29933 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, on December 14, 1998, the Mortgage and Note secured thereby were modified by Modification of Mortgage which is being recorded simultaneously with this instrument; and

WHEREAS, the Mortgage as modified secures a debt of Borrower in favor of Lender in the principal sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) and the Borrower is desirous of borrowing from Lender an additional Seventy-five Thousand and No/100 Dollars (\$75,000.00).

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Mortgage now secures a debt in the amount of Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00) which indicates an increase in debt of Seventy-five Thousand and No/100 Dollars (\$75,000.00).

2. The Note evidencing the debt is now in the total amount of Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00). The Note is hereby modified to indicate such increase. No other aspect of said Note (including but not limited to the term and the date of payments) has been changed.

3. The only modification occasioned by this document is to secure the additional advance of Seventy-five Thousand and No/100 Dollars (\$75,000.00) from Lender to Borrower. All other aspects of the Mortgage as modified, and the Note secured by this Mortgage as modified shall

remain in full force and effect and are hereby ratified and reaffirmed by the Borrower.

Notwithstanding the foregoing, Lender has executed Partial Releases of Real Property described in the Mortgage, which Partial Releases are hereby incorporated by reference herein.


4. DONE this 26<sup>th</sup> day of March, 1999.

  
RANDALL H. GOGGANS

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that RANDALL H. GOGGANS, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of March 1999.

  
Notary Public  
My Commission Exp. 4-2000

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