

REAL 1936 PAGE 632

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This instrument was prepared by:
Sammy P. Kendrick
2100 First Avenue North
Birmingham, AL 35203

MODIFICATION AGREEMENT

19800725000081900 1/4 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1980 12:00:00 AM FILED/CERT

This agreement made this 5 day of June 1980 between American Bankers Life Assurance Company of Florida, hereinafter referred to as Mortgagee, and William Bagwell and wife Jane M. Bagwell, hereinafter referred to as Sellers, and Richard Cameron Rollins and wife Phoebe J. Rollins, hereinafter referred to as Buyers:

WITNESSETH:

WHEREAS the Sellers are now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Collateral Investment Company, the payment of which is secured by a note and a security instrument owned and held by the Mortgagee, dated May 1, 1979 and filed for record on the 2nd day of May, 1979, recorded in Real 1753 at Page 712 in the office of the Judge of Probate, Jefferson County, Alabama and re-recorded in Book 391, Page 211 and Book 393, Page 31 in the office of the Judge of Probate of Shelby County, Alabama.

Collateral Investment Company sold and assigned all of its right, title and interest in said mortgage, the debt thereby secured and the note described therein, to American Bankers Life Assurance Company of Florida by assignment dated September 13, 1979 and recorded in Real 1815, Page 302 aforesaid records, which said mortgage constitutes a good and valid first mortgage lien on the hereinafter described property in Jefferson County, Alabama, to wit:

Unit 18-5 in Windhover, a Condominium, located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium, recorded on July 23, 1975, in Real Vol. 1197, Page 689, in the Probate Office of Jefferson County, Alabama and in Misc. Book 12, Page 1, in the Probate Office of Shelby County, Alabama, as amended by Amendments of Declaration of Condominium recorded in Real Vol. 1200, Page 637, in Real Vol. 1385, Page 91, in Real Vol. 1388, Page 152, in Real Vol. 1564, Page 374, in Real Vol. 1573, Page 594, in Real Vol. 1632, Page 85, and in Real Vol. 1632, Page 93, in the Probate Office of Jefferson County, Alabama, in in Misc. Book 12, Page 196, in Misc. Book 18, Page 28, in Misc. Book 18, Page 163, in Misc. Book 24, Page 465, in Misc. Book 24,

Collateral Investment Company

2100 FIRST AVENUE, NORTH

BIRMINGHAM, ALABAMA 35203

Page 468, in Misc. Book 26, Page 329, and in Misc. Book 26, Page 337, in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, a Condominium, as set out in Exhibit "B" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said unit being more particularly detailed in the plans and drawings of said Condominium as recorded in Map Book 107, Page 26, in the Probate Office of Jefferson County, Alabama and in Map Book 6, Page 52, in the Probate Office of Shelby County, Alabama, as amended by revised or supplemental plans recorded in Map Book 107, Page 32, in Map Book 111, Page 34, in Map Book 115, Page 5, in Map Book 116, Page 76, and in Map Book 116, Page 77, in the Probate Office of Jefferson County, Alabama, and in Map Book 6, Page 55, in Map Book 6, Page 133, in Map Book 7, Page 41, in Map Book 7, Page 81, and in Map Book 7, Page 82, in the Probate Office of Shelby County, Alabama.

BOOK
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Mortgagee, for itself, its successors and assigns, hereby agrees that Sellers, upon the consummation of the subject transaction, shall have no further obligation or liability by reason of said note and Mortgage, and

WHEREAS the parties mutually desire to modify the terms of said indebtedness by changing the interest rate required on said note and security instrument;

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

Buyers, for themselves, their heirs and assigns, hereby assume and agree to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth, according to the terms and conditions of said note and mortgage as hereinafter modified; and Mortgagee and Buyers hereby agree that at the date hereof the unpaid principal balance of said indebtedness is Fifty Three Thousand Two Hundred Fifty Six and 49/100 Dollars (\$53,256.49) and hereby modify said note and mortgage so as to provide for the payment of such amount together with interest thereon at the rate of Twelve percent (12%) per annum in equal monthly installments of Five Hundred Forty Nine and 98/100 Dollars (549.98), beginning on the first day of July 1980 and continuing on the first day of each month thereafter until such principal and interest shall have been paid in full, and

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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 aforesaid note according to its terms and conditions and for the full and faithful performance and the payment of all sums due under the aforesaid mortgage.

Given under our hands and seals this the 24th day of June 1980.

American Bankers Life Assurance
Company of Florida
Mortgagee

BY: Richard L. Brainerd
SR. VICE PRESIDENT

BY: Joan Lucis
Asst. Secretary

Joe M. Byrnes (SEAL)
Seller

[Signature] (SEAL)
Seller

[Signature] (SEAL)
Buyer

[Signature] (SEAL)
Buyer



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Shelby Cnty Judge of Probate, AL
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I, Diane H. Farmer, A Notary Public, hereby certify
that Jane M. Bagwell, and William D. Bagwell, sellers,

whose names are signed to the foregoing conveyance, and who are known
to me, acknowledged before me on this day that, being informed of the
contents of the conveyance, they executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal this 4th day of June, 1980.

Notary Public, Georgia, State at Large
My Commission Expires June 30, 1980

Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, Eleanor Clinkscales, A Notary Public hereby certify
that R Cameron Rollins & Phoebe Jane Rollins

whose names are signed to the foregoing conveyance and who are known
to me, acknowledged before me on this day that, being informed of the
contents of the conveyance, they executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal this 5 day of June, 1980.

STATE OF ALA. JEFFERSON CO.
CERTIFY THIS INSTRUMENT
REAL 1936 PAGE 632
JUL 15 8 44 AM '80

Notary Public

STATE OF Florida
COUNTY OF Dade

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Shelby Cnty Judge of Probate, AL
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Before me, Carol Lifland, a Notary Public
within and for the State and County aforesaid, personally appeared
Richard L. Brenner and
Joan Garcia with whom I am personally
acquainted and who upon ~~(his oath)~~ (their several oaths) acknowledged
~~(himself)~~ (themselves) to be Sr. Vice President
and Ass't Secretary respectively of the
American Bankers Life Assurance Co. of Fla. the within names bargainor,
and they, being authorized so to do,
executed the foregoing instrument for the purposes therein contained by
signing the name of the corporation by the said Richard L. Brenner
as such Sr. Vice President
and attesting the same by the said Joan Garcia
as Ass't. Secretary

Witness my hand and official seal at office at 600 Brickell Avenue,
Miami, Fla. on this the 25th day of June
1980.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 11 1983
BONDED TRUST GENERAL INS. UNDERWRITERS

RECORDED
JUL 25 AM 9:04
Rec. 600
Ind. 100
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