

STATE OF ALABAMA

SHELBY COUNTY

MODIFICATION OF MORTGAGE

This Modification of Mortgage made this 28th day of May, 1982, by and between Steven C. Hodges (herein Hodges), Randall H. Goggans (herein Goggans) and William S. Wooldridge (herein Wooldridge).

WHEREAS, Hodges executed a mortgage (herein the mortgage) and note (herein the note) to Goggans and Wooldridge on the 26th day of March, 1982, said mortgage being recorded in Book 419, Page 443, in the office of the Judge of Probate in Shelby County, Alabama; and

WHEREAS, Goggans and Wooldridge each own an undivided one-half interest in the note and mortgage; and

WHEREAS, Goggans desires to sell his one-half interest in the note and mortgage to Hodges for \$26,000.00 ^{plus accrued interest of \$755.00} and Wooldridge consents to the sale. Said sale shall fully satisfy Goggans interest in the note and mortgage and will leave Wooldridge as the only mortgagee and the only note holder.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and \$26,000.00 in hand, paid by Hodges to Goggans, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lien of the mortgage and the priority of the mortgage shall remain the same as originally contemplated.
2. The sum owing by Hodges under the note and mortgage shall be diminished from \$82,890.00 to \$41,445.00 (herein the amended indebtedness).
3. The amended indebtedness shall be owed only to Wooldridge to the exclusion of Goggans inasmuch as Goggans interest in the note and mortgage has been fully paid and satisfied.
4. Hodges has on even date herewith executed a new note in the amount of \$41,445.00 payable to Wooldridge, said note bearing interest from March 26th, 1982 at the rate of 11% per annum amortized over 15 years and calling for semi-annual payments with a right to call all unpaid principal and interest due on the date of the 12th payment. Hodges acknowledges receipt of the original note, which the new note replaces.
5. Except as expressly modified hereunder, all of the terms, conditions, and provisions of the original mortgage shall remain unchanged.

✓ 12. Goggans
1869 Southwood Rd.
B'ham. 35216

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of May, 1982.

Steven C. Hodges
STEVEN C. HODGES

Randall H. Goggans
RANDALL H. GOGGANS

William S. Wooldridge
WILLIAM S. WOOLDRIDGE

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JUN 11 AM 8:44
James A. Stevenson, Jr.
JUDGE OF PROBATE
Rec. 3.00
Ind. 1.00
4.00

STATE OF ALABAMA
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven C. Hodges, whose name is signed to the foregoing Modification of Mortgage, and who is known to me acknowledged before me on this date that being informed of the contents of the instrument he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of May, 1982.

Frances J. Loftis
NOTARY PUBLIC
My Commission Expires March 21, 1984

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall H. Goggans, whose name is signed to the foregoing Modification of Mortgage, and who is known to me acknowledged before me on this date that being informed of the contents of the instrument he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of May, 1982.

Paul A. Freese
NOTARY PUBLIC

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Wooldridge, whose name is signed to the foregoing Modification of Mortgage, and who is known to me acknowledged before me on this date that being informed of the contents of the instrument he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of May, 1982.

Paul A. Freese
NOTARY PUBLIC

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