

THIS MODIFICATION AGREEMENT made this the 2nd day of December, 1983, among DOMINION NATIONAL BANK of the City of Bristol, Virginia, herein referred to as Beneficiary; RICHARD EUGENE WILLIAMS and his wife, EUGENIA WILLIAMS of Galway Road, Bristol, Tennessee, herein referred to as Grantor; and AUSTIN LANDRY of Birmingham, Alabama, and THOMSON LIPSCOMB of the City of Bristol, Virginia, herein referred to as Trustees;

W I T N E S S E T H:

For value received, Beneficiary, owner and holder of that certain note dated June 16, 1983 in the original principal amount of \$35,000.00, which was payable to Glenn S. Cock and which by an assignment dated December 9, 1983 was assigned by the said Glenn S. Cock to Dominion National Bank and which said note is secured by two deeds of trust, one dated June 16, 1983, which is properly of record in the Office of the Judge of Probate for Shelby County, Alabama in Deed Book 348, page 565, which describes certain property known as Lot 19 according to Shadow Brook as recorded in Map Book 6, page 102 in the Probate Office of Shelby County, Alabama and the second deed of trust also dated June 16, 1983, which describes therein Lot 95 in Tara Hills Subdivision, lying and being situate in the 2nd Civil District of Sullivan County, Tennessee and is recorded in the Register's Office for Sullivan County in Bristol, Tennessee in Deed Book 218, page 39, which said deed of trust is second and subordinate to a deed of trust in favor of Dominion National Bank in the approximate amount of \$130,000.00, hereby modifies the terms of said note as follows:

The interest rate is hereby amended to a variable monthly rate, which said variable monthly rate shall be based upon the Consumer Base Rate of Dominion National Bank as determined upon the first day of each month, which said amount for December, 1983 shall be 12.49% to be payable in monthly installments of \$633.78 payable to Dominion National Bank at 601 State Street, Bristol, Virginia beginning December 9, 1983, and a like payment of \$633.78 per month plus interest as aforesaid, each month thereafter for a period of eighty-four months (seven years) at which time

H. G. PETERS
THOMSON LIPSCOMB
P.O. DRAWER 25
BRISTOL, VIRGINIA 24201

BOOK 5A PAGE 107

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the entire unpaid balance of principal and interest shall be due and payable, unless sooner paid by grantor, and if then unpaid, to be paid in additional monthly installments of \$633.78 until paid in full.

In all other respects, such note and deed of trust as also extended shall remain unaffected, unchanged, and unimpaired by reason of the foregoing modification agreement.

Grantor, owner of the property covered by the deeds of trust and maker of the note secured thereby, hereby accepts the foregoing extension and amendment, and in consideration thereof, agrees to pay the indebtedness evidenced by the note and secured by the deed of trust according to the terms thereof as herein modified, to be paid in full within eighty-four months from the date hereof.

Trustees join in the execution hereof for the sole purpose of evidencing their consent as Trustees under the deed of trust to the foregoing extension and amendment.

THIS MODIFICATION AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ORIGINALS TO FACILITATE SIMULTANEOUS RECORDATION OF SAME IN ALABAMA AND TENNESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

DOMINION NATIONAL BANK

By

L. J. Howell
L. J. Howell, Cashier

Richard Eugene Williams
Richard Eugene Williams

Eugenia Williams
Eugenia Williams

Austin Landry
Austin Landry, Trustee

Thomson Lipscomb
Thomson Lipscomb, Trustee

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STATE OF VIRGINIA

CITY OF BRISTOL

Before me, a Notary Public in and for the city and state aforesaid, personally appeared Tony L. Howell with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Asst. Cashier of Dominion National Bank, the within named bargainor, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Cashier.

My commission expires: 12-6-85

Witness my hand and official seal at Bristol, Virginia, this the 9 day of Dec, 1983.

Debra K. Hammond
Notary Public

Commissioned As
Debra K. Sullivan

STATE OF VIRGINIA

CITY OF BRISTOL

Personally appeared before me, a Notary Public in and for said city and state, the within named bargainors, Richard Eugene Williams and Eugenia Williams, his wife, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained as their free act and deed.

My commission expires 7-13-86.

Witness my hand and official seal at Bristol, Virginia, this the 9TH day of December, 1983.

Tony L. Howell
Notary Public

STATE OF VIRGINIA

CITY OF BRISTOL

Personally appeared before me, a Notary Public in and for said city and state, the within named bargainor, Thomson

BOOK 54 PAGE 109

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Bristol, Virginia

Lipscomb, as Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained as his free act and deed.

My commission expires 7-7-87.

Witness my hand and official seal at Bristol, Virginia, this the 8th day of Dec, 1983.

June T Fletcher
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, Anne L. Moore, a Notary Public in and for the said county in said state hereby certify that Austin Landry, whose name 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 executed the same voluntarily on the 7th day of December, 1983.

Given under my hand and official seal this 7th day of December, A.D., 1983.

My commission expires: 12-31-83

Anne L. Moore
Notary Public

STATE OF ALABAMA, SHELBY CO.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED

1983 DEC 12 AM 8 23

William P. Henderson, Jr.
Notary Public

Recd 7.50
Fud 1.00
8.50

BOOK 54 PAGE 110

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