

MODIFICATION AGREEMENT

This agreement made this 25th day of June 1984 between Morgan Guaranty Trust Company of New York as Trustee Under Declaration of Trust dated December 9, 1960 for the Commingled Pension Trust Fund, hereinafter referred to as Mortgagee, and Daniel M. Paladino and Marilyn A. Paladino, hereinafter referred to as Sellers; and Richard L. Baldwin and Mary Jo Baldwin, hereinafter referred to as Buyers:

WITNESSETH:

WHEREAS, Anthony G. Becnel and Anna V. Becnel did grant, bargain, sell and convey unto Daniel M. Paladino and Marilyn A. Paladino title to the within described property by warranty deed dated November 21, 1979, ^{DEED} recorded in Book 323, Page 509, in the office of the Judge of Probate, Shelby County, Alabama

WHEREAS the Sellers now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Collateral Investment Company, the payment of which is secured by a note and a security instrument owned and held by the Mortgagee, dated May 12, 1978, filed for record on the 12th day of May 1978 in the office of the Judge of Probate of Shelby County, Alabama, recorded in Mortgage Book 378 at Page 07, aforesaid records.

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 Morgan Guaranty Trust Company of New York as Trustee Under Declaration of Trust dated December 9, 1960 for the Commingled Pension Trust Fund by assignment dated July 11, 1978 and recorded in Misc. Book 26, Page 188 aforesaid records, which said mortgage constitutes a good and valid first mortgage lien on the hereinafter described property in Shelby County, Alabama to wit:

Lot 3, according to the Survey of Scottsdale - First Addition, as recorded in Map Book 7, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama

Courtney Mason

487
57 PAGE
300K

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 Buyer hereby agree that at the date hereof the unpaid principal balance of said indebtedness is Forty Thousand Seven Hundred Twenty Four and 05/100 Dollars (\$40,724.05) 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 and One Half percent (12 $\frac{1}{2}$ %) per annum in equal monthly installments of Four Hundred Forty Seven and 05/100 Dollars (\$447.05), beginning on the first day of July 1984 and continuing on the first day of each month thereafter until such principal and interest shall have been paid in full, and

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 25th day of June 1984.

Morgan Guaranty Trust Company
of New York as Trustee Under
Declaration of Trust Dated
December 9, 1960 for the
Commingled Pension Trust Fund
Mortgagee

BY: _____ (SEAL)

BY: _____ (SEAL)

Daniel M. Paladino
Seller

(SEAL)

Marilyn A. Paladino (SEAL)
Seller

Mary Jo Baldwin (SEAL)
Buyer

Richard L. Baldwin (SEAL)
Buyer

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, A Notary Public, hereby certify
that Daniel M. Paladino and Marilyn A. Paladino
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 25th day of June
1984.

Beary Ann Will
Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, A Notary Public, hereby certify
that Richard L. Baldwin and Mary Jo Baldwin
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 25th day of June
1984.

Beary Ann Will
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 JUL -5 PM 2:45

James A. Gardner, Jr.
JUDGE OF EJECTMENT

Rec. 750
1nd 100
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