

This instrument was prepared by:

Sammy P. Kendrick

2100 First Avenue North

Birmingham, AL 35203

// 40

*Assumption*  
MODIFICATION AGREEMENT - 37

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:

BOOK 001 PAGE 69 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 deccribed property by warranty deed dated November 21, 1979, recorded in Book <sup>DEED</sup> 323, Page 509, in the office of the Judge of Probate, Shelby County, Alabama

BOOK 003 PAGE 774 WHEREAS the Sellers now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Collateral Investment Company, the payment of which is secured by a note and a security instrument owned and held by the Mortgagee, dated May 12, 1978,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.

BOOK 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

Collateral Investment Company

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 (12½%) 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: David H. Marchand (SEAL)  
DAVID H. MARCHAND Assistant Vice President

BY: Jack Reddy (SEAL)

BOOK 009 PAGE 775  
BOOK 001 PAGE 70

Daniel M. Paladino (SEAL)  
Seller

Mary Jo Paladino (SEAL)  
Seller

Mary Jo Baldwin (SEAL)  
Buyer

Richard L. Baldwin (SEAL)  
Buyer

STATE OF ALABAMA

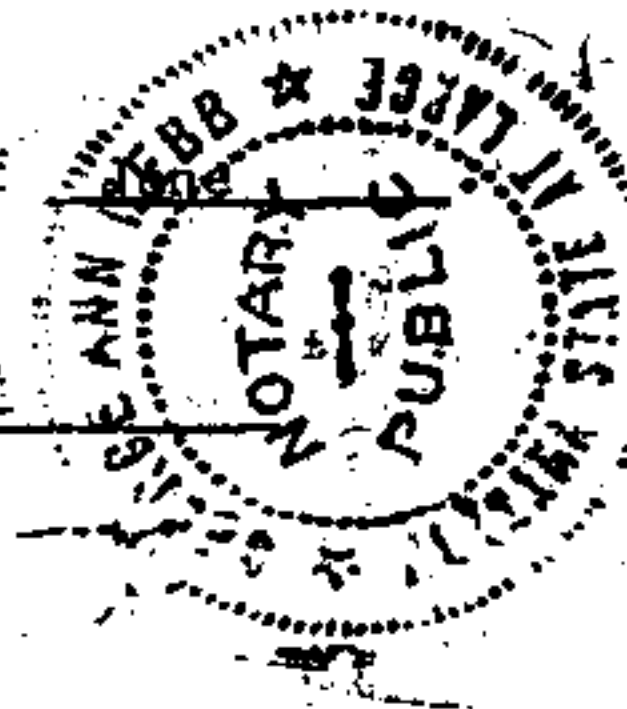
JEFFERSON COUNTY

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  
1984.

Becky Ann Webb  
Notary Public



STATE OF ALABAMA

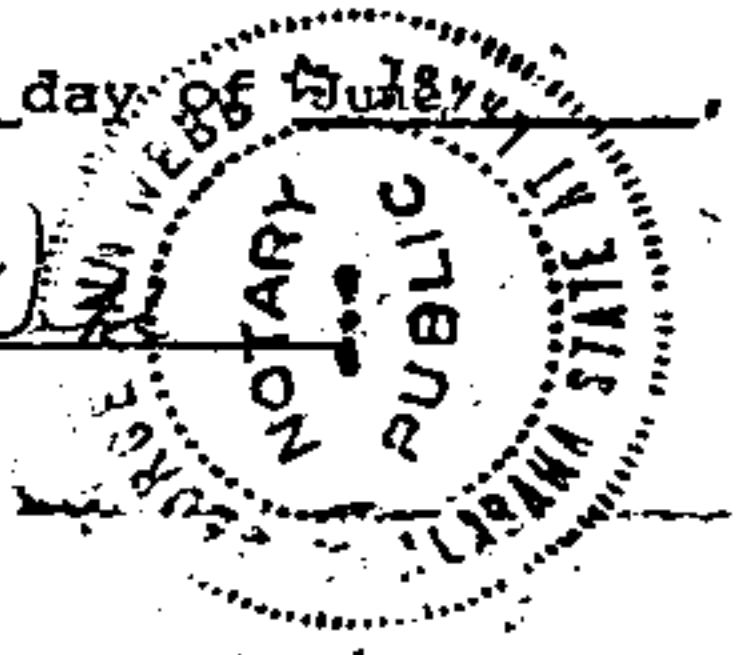
JEFFERSON COUNTY

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 July  
1984.

Becky Ann Webb  
Notary Public



STATE OF ALABAMA  
INSTRUMENTS  
1984 SEP -4 AM 10:37  
JUDGE

| RECORDING FEES |        |
|----------------|--------|
| Mortgage Tax   | \$     |
| Deed Tax       |        |
| Mineral Tax    |        |
| Recording Fee  | 750    |
| Index Fee      | 100    |
| TOTAL          | \$ 850 |

JUN 27 1984

STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me, ANTHONY J. HARNEY, a Notary Public within and for the State and County aforesaid, personally appeared DAVID H. MARCAND and JACK RODITI with whom I am personally acquainted and who upon ~~(his oath)~~ (their several oaths) acknowledged ~~(himself)~~ (themselves) to be ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY respectively of the \_\_\_\_\_ the within named bargainor, a corporation, and that (he) (they) as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said \_\_\_\_\_ as such \_\_\_\_\_ and attesting the same by the said \_\_\_\_\_ as \_\_\_\_\_.

WITNESS MY HAND and official seal at the office at 500 THIRD AVE NEW YORK, NY 10016 on this the 15<sup>th</sup> day of NOVEMBER 1984.

Anthony J. Harney  
Notary Public

My commission expires: ANTHONY J. HARNEY  
~~Notary Public, State of New York~~  
No. \_\_\_\_\_ Qualified in N.Y. Co.  
Commission Expires March 30, 1985

BOOK 009 PAGE 777

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Re Recorded  
1984 NOV 26 PM 1:29  
Thomas A. [unclear]  
JUDGE OF RELEATE

Rec. 10<sup>00</sup>  
Ind. 1<sup>00</sup>  
1100