

(525)

This Agreement is by and between Central Bank of The South ("Bank") and J. Richard Walker and wife, Helen H. Walker ("Borrower").

WHEREAS, Borrower is indebted to Bank on a loan ("Loan"), as evidenced by a Promissory Note dated July 20, 1983 ("Note"); and

WHEREAS, Borrower and Bank desire to modify the terms of said Loan as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Loan are modified as follows:

- (1) Release of lien against Lot 80, according to the survey of Davenport's Addition to Riverchase West, Sector 3, as recorded in Map Book 8, Page 53 A, B & C in the Probate Office of Shelby County, Alabama.
- (2) Substitution of lien against Lot 4, Block 1, according to the map and survey of Kirkwall, a subdivision of Inverness as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama.
- (3) Assignment of interest in personal savings accounts with Central Bank of the South, account # 485-4088-0

Except as modified herein, all of the terms and conditions of the Loan, the Note, and of any and all other instruments executed in connection with said Loan shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 26th day of September, 1985.

TEST

Its

CENTRAL BANK OF THE SOUTH

By: Earl H. Tharp  
Its Real Estate Loan Officer

WITNESS

J. Richard Walker

Helen H. Walker

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 SEP 27 AM 9:28

Rec-250  
Ch-100  
350J. Richard Walker, Jr.  
JUDGE OF PROBATE

By:

Its

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Richard Walker and wife, Helen H. Walker whose name(s) 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 this conveyance, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September, 1985.

My commission expires: 10/12/88David U. Daniels  
Notary Public

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Earl H. Tharp whose name as Real Estate Loan Officer of Central Bank of the South, incorporation is, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Central Bank of the South.

Given under my hand and official seal this 26th day of September, 1985.

My commission expires: 10/12/88David U. Daniels  
Notary Public

✓ Central Bank