

First General Service(s) Corporation

P.O. Box 20198

Birmingham, Alabama 35216

MODIFICATION AGREEMENT

1134

This agreement made this 20th day of February 1986 between First Federal Savings and Loan Association of Alabama, hereinafter referred to as Mortgagee, and Jackson Uptagrafft, III and wife, Kathy A. Uptagrafft, hereinafter referred to as Mortgagor.

WHEREAS the Mortgagor is now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Mortgagee, the payment of which is secured by a note and a security instrument dated January 29, 1985 and recorded in the office of the Judge of Probate of Shelby County, Alabama in Real ~~Volume~~ ^{Record} 016, Page 544. The property is more specifically described as follows:

Begin at the Southeast corner of Lot 1, Block 1, according to a Resurvey of FARRIS-SMITH SUBDIVISION, as recorded in Map Book 4, Page 60, in the Probate Office of Shelby County, Alabama, and run thence in a Westerly direction along the South line of said Lot 1, Block 1, a distance of 175.8 feet to the Southwest corner of said Lot 1; thence turn an angle of 88 deg. 44 min. to the left and run Southerly 296.63 feet to the North line of Helena-Alabaster Road (also known as 5th Avenue in said Subdivision); thence run in an Easterly direction along the North right-of-way line of said Helena-Alabaster Road to the West right-of-way line of 29th Street according to said subdivision map; thence run North 2 deg. 15 min. West 296 feet to the point of beginning; situated in the Town of Alabaster, Shelby County, Alabama.

WHEREAS the parties mutually desire to modify the terms of said indebtedness by changing the interest rate required on said note.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

Mortgagor hereby agrees to pay the unpaid principal balance of said indebtedness according to the terms and conditions of the new note executed simultaneous with this Modification Agreement.

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 new note executed this date.

This agreement is pursuant to that option conversion feature in the above referenced mortgage which is being exercised by the mortgagor this date.

Given under our hands and seals this the 20th day of February, 1986.

First Federal Savings and Loan Association
of Alabama by:

Edward A. Davidson
Edward A. Davidson, Assistant Vice President

Jackson Uptagrafft, III
Mortgagor Jackson Uptagrafft, III

Kathy A. Uptagrafft
Mortgagor Kathy A. Uptagrafft

Mortgagor

State of Alabama

County of Jefferson

On this 20th of February, 1986, I, the undersigned authority, a
Notary Public in and for said county and in said state, hereby certify that
Jackson Uptagrafft, III and wife, Kathy A. Uptagrafft whose name(s) are
signed to the foregoing conveyance, and who are known to me, acknowledged before
me that, being informed of the contents of the conveyance, they executed the
same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this the 20th day of February, 1986.

My Commission expires:

8/16/87

Shirley J. Parker
Notary Public

BOOK 061 PAGE 665

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

1986 FEB 21 AM 10:00

F. Thomas A. Montgomery, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>6.00</u>