

583
This Instrument was Prepared By: Sheri S. Parker
First General Service(s) Corporation
P.O. Box 20198
Birmingham, Alabama 35216

MODIFICATION AGREEMENT

This agreement made this 7th day of April 1986 between First Federal Savings and Loan Association of Alabama, hereinafter referred to as Mortgagee, and Herman C. Smith, Jr. & wife, Paula M. Smith, 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WHEREAS the Mortgagor is now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Mortgagee, the payment of which is secured by a note and a security instrument dated March 29, 1984 and recorded in the office of the Judge of Probate of Shelby County, Alabama in ~~Book 445~~ ^{Mortgage Book} 445, Page 921. The property is more specifically described as follows:

Alabama in ~~Book 445~~ ^{Mortgage Book} 445, Page 921. The property is more specifically described as follows:

Lot 10, Block 8, according to the map and survey of Green Valley, 4th Sector, as recorded in Map Book 7, Page 10, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

BOOK 067 PAGE 271

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 7th day of April, 1986.

First Federal Savings and Loan Association
of Alabama by:

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

Herman C. Smith, Jr.
Mortgagor Herman C. Smith, Jr.

Paula M. Smith
Mortgagor Paula M. Smith

Mortgagor

State of Alabama §

County of Jefferson §

On this 7th of April, 1986, I, the undersigned authority, a
Notary Public in and for said county and in said state, hereby certify that
Herman C. Smith, Jr. & wife, Paula M. Smith 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 7th day of April, 1986.

My Commission expires:
8/16/89

Heidi J. [Signature]
Notary Public

STATE OF ALA. SEAL BY 28.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 APR -9 AM 9:32

[Signature]
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 6.00

BOOK 067 PAGE 272