

1490

MODIFICATION AGREEMENT

This agreement made this 23rd day of April 1986 between First Federal Savings and Loan Association of Alabama, hereinafter referred to as Mortgagee, and Wayne A. Wade & wife, Dale C. Wade, 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WHEREAS the Mortgagor is now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Mortgagee, the payment of which is secured by a note and a security instrument dated March 28, 1985 and recorded in the office of the Judge of Probate of Shelby County, Alabama in Real <sup>Book</sup> Volume 022, Page 481. The property is more specifically described as follows:

Lot 11, Survey of Kingwood, as recorded in Map Book 6, page 40, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

BOOK 069 PAGE 143

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 23rd day of April, 1986.

First Federal Savings and Loan Association  
of Alabama by:

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

Wayne A. Wade  
Mortgagor Wayne A. Wade

Dale C. Wade  
Mortgagor Dale C. Wade

Mortgagor

State of Alabama      1

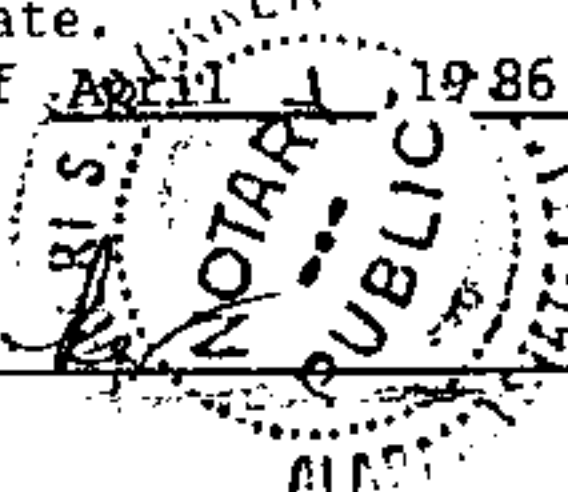
County of Jefferson      1

On this 23rd of April, 1986, I, the undersigned authority, a  
Notary Public in and for said county and in said state, hereby certify that  
Wayne A. Wade & wife, Dale C. Wade whose name(s) are Wayne A. Wade & Dale C. Wade  
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 23rd day of April, 1986.

My Commission expires:  
8/16/89

Theris J. Gaskins  
Notary Public



BOOK 069 PAGE 144

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

1986 APR 24 AM 9:51

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

#### RECORDING FEES

Recording Fee	\$ <u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>6.00</u>