

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

782

MODIFICATION AGREEMENT

This agreement made this 9th day of May 1986 between First Federal Savings and Loan Association of Alabama, hereinafter referred to as Mortgagee, and Joseph J. Toth & wife, Beverly L. Toth, 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WHEREAS the Mortgagor is now indebted to the Mortgagee on the premises conveyed by the existing Mortgage originally made to Mortgagee, the payment of which is secured by a note and a security instrument dated April 27, 1984 and recorded in the office of the Judge of Probate of Shelby County, Alabama in ~~Book 447~~ ^{MORTGAGE BOOK} 447, Page 742. The property is more specifically described as follows:

Lot 35, according to the Survey of Port South, First Sector, as recorded in Map Book 6, Page 22, in the Probate Office of 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.

First Gen. Services Corp.

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Given under our hands and seals this the 9th day of May, 1986.

First Federal Savings and Loan Association
of Alabama by:

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

Joseph J. Toth
Mortgagor Joseph J. Toth

Beverly L. Toth
Mortgagor Beverly L. Toth

B.L.T.
Mortgagor

State of Alabama

County of Jefferson

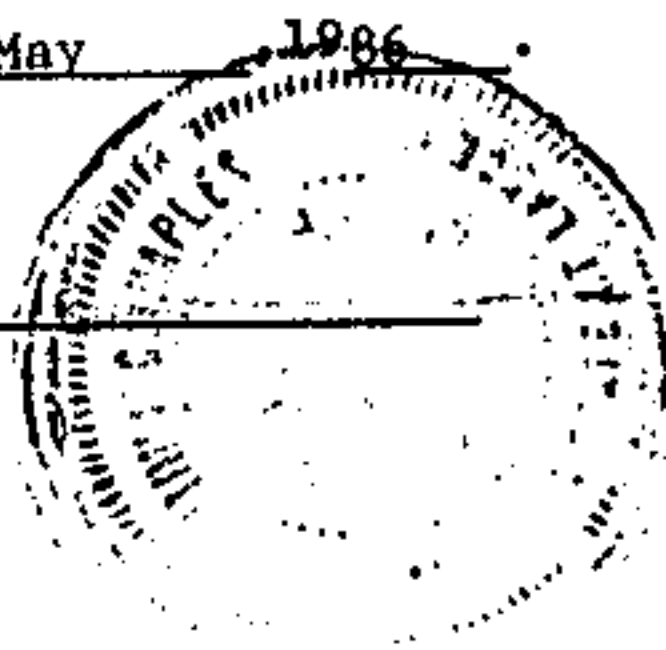
On this 9th of May, 1986, I, the undersigned authority, a
Notary Public in and for said county and in said state, hereby certify that
Joseph J. Toth & wife, Beverly L. Toth whose name(s) are
signed to the foregoing conveyance, and who are known to me, acknowledged before
me that, being informed of the 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 9th day of May, 1986.

My Commission expires:

3-13-89

Jimmy C. Maple
Notary Public



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

1986 MAY 13 AM 9:10

Thomas W. Shumaker, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$6.00