

155887

Mortgage Corporation of the South  
P.O. Box 10726  
Birmingham, Al. 35202  
Attn: Delois Smoot

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

663

MODIFICATION AGREEMENT

Agreement made this 29th day of October, 1987, by and between Federal National Mortgage Association, herein referred to as Lender, and Richard H. Kelley, and Mickie P. Kelley, Jr. herein referred to as Borrower.

R E C I T A L S:

A. Borrower executed a promissory note dated April 11, 1984, in the original principal amount of \$82,000.00, to National Heritage Mortgage Corporation, due in monthly installments beginning June 1, 1984.

B. Such note is secured by a mortgage recorded in Book 446 Page 852, in the County Records of Shelby County, Alabama.

C. Said note and mortgage was assigned to Federal National Mortgage Corporation by virtue of an assignment recorded in Book 56 Page 526, in the County Records of Shelby County, Alabama.

D. Borrower is the owner and holder of the premises on which the mortgage is a valid lien and there are no defenses or offsets to the mortgage or to the debt it secures.

A G R E E M E N T:

In consideration of the mutual covenants and promises of the parties hereto, Borrower and Lender covenant and agree as follows:

1. In consideration of One Dollar (\$1.00) paid by Borrower and other good and valuable consideration, the receipt of which is hereby acknowledged, the promissory note is hereby modified as follows:

Beginning on the 1st day of December, 1987, the unpaid principal balance of Eighty Seven Thou. Four Hund. & Eight 80/100 Dollars (\$87,408.80) shall bear interest at the rate of 11.245 % per annum. The principal and interest shall be payable in consecutive monthly installments of Eight Hund. Sixty Six 29/100 Dollars (\$ 866.29) on the first day of each month, beginning December 1, 1987, until the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on May 1, 2014.

2. The Borrower covenants and agrees to comply with all other terms of the note and mortgage except as herein amended.

3. The agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

*Wm. A. ... the South*

In witness whereof, the parties have executed this agreement the day and year first above written.

Richard H. Kelley, Jr.  
By: Richard H. Kelley, Jr.  
Borrower

Mickie P. Kelley  
By: Mickie P. Kelley  
Borrower

V. Marie Roberts  
By: V. Marie Roberts  
Lender

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

Federal National Mortgage Association/  
Mortgage Corporation of the South as  
Servicing Agency

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that RICHARD H. KELLEY, JR. & MICKIE P. KELLEY, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/they have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of November, 1987.

Colleen A. Brazil  
NOTARY PUBLIC  
My commission expires: January 1, 1991

STATE OF )  
COUNTY OF )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Rec 5.00  
Ind 1.00  
6.00

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
NOTARY PUBLIC  
1987 DEC -9 AM 10:34

STATE OF )  
COUNTY OF )

Thomas A. Brumley, Jr.  
JUDGE OF PROBATE

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY PUBLIC