

MODIFICATION AGREEMENT

This modification agreement is made this 4th day of March, 1988, by and between Maples Construction Co., Inc., ("Borrower"), and BancBoston Mortgage Corporation, formerly known as Mortgage Corporation of the South ("Lender").

Borrower executed a note on August 28, 1987, to Lender, in the principal amount of One Hundred Ninety One Thousand Two Hundred and Fifty Dollars (\$191,250.00), due and payable on April 9, 1988, if not demanded sooner.

Such note is secured by a mortgage recorded in Real Book 151, Page 778, in the Office of the Judge of Probate, Shelby County, Alabama, which mortgage covers property more particularly described as follows:

Lot 20, Block 4, according to the Survery of Wyngate, First Sector as recorded in Map Book 11, Page 13, in the Probate Office of Shelby County, Alabama.

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 that it secures.

Borrower desires to modify the existing note and mortgage securing said note by increasing the principal balance to Two Hundred and Nineteen Thousand Dollars (\$219,000.00).

Now in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lender does hereby increase the principal amount of the note and the debt secured by the mortgage to \$219,000.00.

Borrower, in consideration of the above modification, shall pay the principal sum and interest as set forth in the note on or before the maturity date and shall comply with all other terms and conditions of the note and mortgage.

Witness our hands and seals the date and year first above written.

MAPLES CONSTRUCTION COMPANY, INC.

By: Joe Mayly
President

✓ BancBoston

BOOK 175 PAGE 645

BANCBOSTON MORTGAGE CORPORATION

By: Hervin E. Langston
Its: Assistant Vice President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said county in said state, hereby certify that Joe Maples, whose name as President of MAPLES CONSTRUCTION COMPANY, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, 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, this the 4th day of March, 1988.

Margie R. Bryant
NOTARY PUBLIC

My Commission Expires: 10/07/88

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said county in said state, hereby certify that Hervin E. Langston, whose name as Asst. Vice President of BANCBOSTON MORTGAGE CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, 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, this the 4th day of March, 1988.

Margie R. Bryant
NOTARY PUBLIC

My Commission Expires: 10/07/88

STATE OF ALA. SPECIAL
I CERTIFY THIS
INSTRUMENT WAS FILED
88 MAR 16 AM 8:47

James H. [Signature]
JUDGE OF PROBATE

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| 1. Deed Tax | \$ | |
| 2. Mtg. Tax | | <u>41.70</u> |
| 3. Recording Fee | | <u>5.00</u> |
| 4. Indexing Fee | | <u>1.00</u> |
| TOTAL | | <u>47.70</u> |