

STATE OF ALABAMA,

COUNTY OF

Jefferson

445-

MODIFICATION AND EXTENSION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, Clara V. Clark, President of Total Concepts, Inc., did execute in favor of The Colonial Company a note and mortgage dated August 7, 1985 and filed for record on August 9, 1985 in Mortgage Book 37, at Page 339, and said mortgage was subsequently re-recorded on September 19, 1985 in Mortgage Book 41, at page 761 in the office of the Judge of Probate of Shelby County, Alabama, in the original principal sum of Seventeen Thousand Five Hundred Fifty and NO/100 DOLLARS, (\$17,550.00), and

WHEREAS, said obligations remain unpaid, and

WHEREAS, the parties thereto being desirous of making of new payment schedule, and extending the debt;

NOW, THEREFORE, for and in consideration of the sum of One Hundred and No/100 (\$100.00) Dollar to each in hand paid by the other, the parties hereto agree that the amount owing on such obligation shall be paid as follows:

Due and payable in 2 consecutive monthly installments of One Hundred Eighty Five and 93/100 DOLLARS (\$185.93) on the 1st day of each month, beginning October 1, 1988, and a final installment of principal plus all accrued interest due no later than November 30, 1988. Such monthly installments shall continue until the entire indebtedness evidenced by the note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable with the final payment being made on November 30, 1988. The interest shall be 9-3/4% per annum, principal and interest shall be payable at P.O. Box 43468, Birmingham, Alabama 35243, or such other place as the note and mortgage holder may designate. Said mortgage shall not extend any further than the date first above written.

This Modification and Extension Agreement does not constitute any new indebtedness, but that all terms of the original note and mortgage referred to above not in derogation hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification and Extension Agreement on this the 23rd day of

Aug., 1988.

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WEBB, CRUMPTON, MCGREGOR,
SASSER, DAVIS & ALLEY
ATTORNEYS & COUNSELLORS AT LAW
ONE COMMERCE STREET, SUITE 700
POST OFFICE BOX 238
MONTGOMERY, ALABAMA 36101-0238

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Clara V. Clark
CLARA V. CLARK

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Clara V. Clark, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23rd day of August, 1988.

SEAL

Heber Marie Hamby
NOTARY PUBLIC
My Commission expires: _____

MY COMMISSION EXPIRES MAY 15, 1988

STATE OF ALA. SHALL
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP -7 PM 12:30

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

| | | |
|------------------|----|--------------|
| 1. Deed Tax | \$ | _____ |
| 2. Mig. Tax | | <u>26.40</u> |
| 3. Recording Fee | | <u>5.00</u> |
| 4. Indexing Fee | | <u>1.00</u> |
| TOTAL | | <u>32.40</u> |

THIS INSTRUMENT PREPARED BY:
WEBB, CRUMPTON, MCGREGOR, SASSER, DAVIS & ALLEY
ONE COMMERCE STREET
POST OFFICE BOX 238
MONTGOMERY, ALABAMA 36101-0238
(205) 834-3176

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