

180408
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

1047

MODIFICATION AGREEMENT

Agreement made this _____ day of _____, by and between Federal National Mortgage Association, herein referred to as Lender, and James T. Wickliffe & Jill E. Wickliffe, herein referred to as Borrower.

RECITALS:

A. Borrower executed a promissory note dated September 24, 1985, in the original principal amount of \$114,000.00, to National Heritage Mortgage Corporation, due in monthly installments beginning November 1, 1985.

B. Such note is secured by a mortgage recorded in Volume 042, Page 652, in the County Records of Shelby County, Alabama.

C. Said note and mortgage was assigned to Federal National Mortgage Association by virtue of an assignment recorded in Book 063 Page 812, 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.

AGREEMENT:

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 May, 1988, the unpaid principal balance of One Hundred Seven Thousand Six Hundred Fifty One & 96/100 Dollars (\$ 107,651.96) shall bear interest at the rate of 10.525 % per annum. The principal and interest shall be payable in consecutive monthly installments of One Thousand and 25/100 Dollars (\$ 1,000.25) on the first day of each month, beginning May 1, 1988, until the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on October 1, 2015.

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.

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

By: Gill E Wickliffe
Borrower

By: James L. Wickliffe
Borrower

By: _____
Lender
Federal National Mortgage Association/

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that James L. & Gill E. Wickliffe, 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 25th day of April, 88.

Donna J. Wilson
NOTARY PUBLIC
6-24-90

My commission expires: _____

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 _____

NOTARY PUBLIC
JUDGE OF PROBATE

My commission expires: _____

Recd 5.00
Jud 1.00
6.00

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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 _____

NOTARY PUBLIC

My commission expires: _____

STATE OF ALA. SHELBY COUNTY
I CERTIFY THAT THIS INSTRUMENT WAS FILED
88 SEP 15 AM 8:42
JUDGE OF PROBATE