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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, Made by and between JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION of Birmingham, Alabama ("Lender"), and Dixon Brooke, Jr. and Dell S. Brooke ("Borrower").

WHEREAS, Borrower (or Borrower's predecessor in title, if applicable) has made, executed and delivered to Lender (or Lender's predecessor, if applicable) a Mortgage Note or Bond and/or Mortgage ("Instrument(s)") dated June 12, 1979, in the original principal amount of \$ 37,000.00, plus interest at the rate of 10.50% per annum.

WHEREAS, Lender is willing to modify the terms of the Instrument(s) in consideration of Borrower's representations and covenants and lump sum payment in the amount of \$ 3,600.00.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower promises to repay the Instrument(s) according to the following terms:

Commencing June 1, 1985, interest on the Instrument(s) shall be due and payable at the rate of 10.75% per annum.

Commencing with the monthly installment due on July 1, 1985, monthly payments of principal and interest shall be \$ 462.11. (This does not include the payments for real estate taxes and insurance, if applicable.)

The maturity date of July 1, 2008, shall become June 1, 1994.

2. Lender shall credit the lump sum payment, if required herein, to Borrower's principal balance. If this Agreement is not accepted by Lender, the payment shall be returned to Borrower without recourse to Lender.
3. BORROWER HEREBY DECLARES AND AFFIRMS THAT BORROWER POSSESSES SUFFICIENT AND ADEQUATE FINANCIAL ABILITY TO MEET THE TERMS OF THIS AGREEMENT.
4. IT IS EXPRESSLY UNDERSTOOD THAT NEITHER BORROWER NOR LENDER IS OBLIGATED TO EXECUTE THIS AGREEMENT AND IT SHALL HAVE NO FORCE OR EFFECT UNLESS AND UNTIL BOTH PARTIES HAVE EXECUTED IT.
5. IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT, LENDER MAY AT ITS SOLE OPTION TERMINATE THIS AGREEMENT AND WITHOUT NOTICE OR DEMAND, REINSTATE THE INSTRUMENT(S) AND ANY MODIFICATIONS THERETO IN ACCORDANCE WITH THEIR TERMS PRIOR TO THIS AGREEMENT.
6. IN ALL OTHER RESPECTS, THE PROVISIONS OF THE INSTRUMENT(S) SHALL REMAIN UNCHANGED. THIS AGREEMENT DOES NOT CONSTITUTE THE CREATION OF A NEW DEBT OR THE EXTINGUISHMENT OF THE DEBT EVIDENCED BY THE INSTRUMENT(S), NOR DOES IT IN ANY WAY AFFECT OR IMPAIR THE LIEN OF THE INSTRUMENT(S) WHICH BORROWER HEREBY ACKNOWLEDGES TO BE A VALID AND EXISTING FIRST LIEN. IT IS FURTHER AGREED THAT SAID LIEN SHALL CONTINUE IN FULL FORCE AND EFFECT, UNAFFECTED AND UNIMPAIRED BY THIS AGREEMENT, AND THE SAME SHALL SO CONTINUE UNTIL FULLY SATISFIED.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated opposite their signatures set forth below.

Borrower Dixon Brooke, Jr. (SEAL)

Date: 5/9/85

Borrower Dell S. Brooke (SEAL)

Date: 5/9/85

Lender: JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION of Birmingham, Alabama

BY: Charles B. Bernhardt  
Title: Asst. Vice Pres.

Date: 5/15/85

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 OCT -7 AM 10:29

Judge of Probate