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This Instrument prepared by Camille T. Marrs

This instrument was prepared by

Camille T. Marrs

215 North 21st Street  
Birmingham, Alabama 35203

447  
**MODIFICATION AGREEMENT**

THE STATE OF Alabama )

ACCOUNT # 00-40-808677

Shelby COUNTY )

PMI CERTIFICATE # NA

This Agreement made and entered into on this 29th day of February, 19 88, by and between Donald J. Robinson and Joan A. Robinson

(hereinafter referred to as "Borrower"), and JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Association"):

**WITNESSETH**

WHEREAS, Bernard S. Lorino and wife, Kay Lorino

did on, to-wit: the 31st day of August, 19 79, execute to the Association a mortgage covering certain real property located and situated in Shelby County, Alabama, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real ~~Volume~~ <sup>BOOK</sup> 395, Page 779, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by Donald J. Robinson and Joan A. Robinson

executed on the 29th day of February, 19 84, which said Assumption Agreement is recorded on the 6th day of March, 19 84, in the Office of the Judge of Probate of Shelby County, Alabama, in Real ~~Volume~~ <sup>BOOK</sup> 444, Page 491, and

WHEREAS, the original principal balance due on the indebtedness secured by said mortgage in the principal sum of \$ 50,000.00; and

WHEREAS, Borrower is desirous of converting said note and mortgage from an adjustable 8.250% to a fixed 10.750% rate mortgage loan.

NOW, THEREFORE, in consideration of the premises and other value consideration in hand paid by the parties hereto to each other, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. That the present principal balance of the indebtedness securing said mortgage is in the amount of \$ 45,178.50.

2. The Borrower agrees to pay said present principal balance of \$ 45,178.50 in accordance with the following loan plan of the Association:

Borrower shall pay to the Association the balance due on said note and mortgage with interest at the rate of Ten and three-fourths percent (10.750%) per annum payable in equal monthly principal and interest installments of \$ 455.51, with the first such monthly installment being due and payable on the 1st day of April, 19 88, and on the first day of each successive month thereafter to and including the first day of September 20 2000, on which said latter date the entire unpaid balance of principal together with all accrued interest shall be due and payable unless sooner paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid balance of principal, and the remainder of said installments shall be applied to the reduction of principal.

3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

Am. Dillo

This Modification Agreement is being re-recorded to correct the monthly payments.

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the date herein above first written.

Cynthia R. Clark  
Witness

Donald J. Robinson (SEAL)  
Borrower Donald J. Robinson

Joan A. Robinson (SEAL)  
Borrower [sign original only]  
Joan A. Robinson

THE STATE OF Alabama )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald J. Robinson and Joan A. Robinson, whose names as Borrowers are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 8<sup>th</sup> day of March, 19 88.

Judith A. Byrum  
NOTARY PUBLIC  
My commission expires 2/07/1990  
My Commission Expires February 7, 1990

JEFFERSON FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BIRMINGHAM  
("Association")

BY: Rick Romano  
ITS: Vice President

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUN 10 AM 10:41

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Recording Fee \$ 500  
Index Fee 100  
TOTAL 600

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick Romano whose name as Vice President of Jefferson Federal Savings and Loan Association of Birmingham, an association, 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 as such officer, and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and seal of office this 8th day of March, 19 88

James L. Hight  
NOTARY PUBLIC  
My Commission expires

MY COMMISSION EXPIRES OCTOBER 1, 1990

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 NOV -9 AM 8:42

De-Rec  
Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Recording Fee \$ 500  
Index Fee 100  
TOTAL 600