

STATE OF ALABAMA )

COUNTY OF SHELBY )

1161

MODIFICATION OF MORTGAGE

This Modification of Mortgage made, this 7 day of November, 1988 by and between Charles H. McGregor (herein "McGregor") and Union State Bank, Birmingham, Alabama (herein "Bank").

WHEREAS, on the 28th day of September, 1988, McGregor gave to Bank a mortgage which is recorded in Book 206, Page 857 in the Office of the Judge of Probate, Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Mortgage states on its face that the debt is evidenced by a promissory note payable at maturity and being payable on March 28, 1989, said promissory note being dated September 28, 1988 (herein the "Note"); and

WHEREAS, the parties have agreed to substitute for the Note a new promissory note bearing even date herewith, but to leave the lien of the Mortgage and all other provisions of the Mortgage intact.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. That certain Promissory Note dated September 28, 1988 in the principal amount of Ninety Three Thousand Seven Hundred Fifty and No/100 Dollars (\$93,750.00) from McGregor to Bank is hereby null and void and in its place has been substituted a Promissory Note (the "New Note") from McGregor and Electrical Box & Enclosure to Bank dated November 7, 1988 in the principal amount

**Union State Bank**

3449 Lorna Road  
Birmingham, Alabama 35216

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of Ninety Three Thousand Seven Hundred Fifty and No/100 Dollars (\$93,750.00) which contains monthly installments of One Thousand Two Hundred Ninety One and 41/100 Dollars (\$1,291.41), which installments shall be adjusted by the terms of the said New Note.

2. The Mortgage is hereby amended to reflect the change contained in Paragraph 1 above.

3. In all other respects, the Mortgage as originally written and recorded shall remain intact.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7<sup>th</sup> day of November, 1988.

Charles H. McGregor  
Charles H. McGregor

UNION STATE BANK

BY:

Charles H. McGregor  
Its Vice President

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles H. McGregor, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of November, 1988.

Dana P. Daffin  
Notary Public

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Waldrop whose name as Vice President of Union State Bank, 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 said Union State Bank.

Given under my hand and official seal this 7th day of November, 1988.

Donna P. Daffin  
Notary Public

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STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 NOV 18 AM 9:37

Thomas A. Shaw  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>8.50</u>