

946 MODIFICATION AGREEMENT

JEFFERSON FEDERAL SAVINGS

215 North 21st Street

BIRMINGHAM, ALABAMA 35203

State of Alabama
Shelby County)

MEMORANDUM OF AGREEMENT made and entered into by and between
David Thomas McGowen and Patricia Lucky McGowen,
 hereinafter, for the sake of brevity, called Borrower, and Jefferson Federal Savings and
 Loan Association of Birmingham, a corporation, hereinafter, for the sake of brevity, called
 Association on this 9th day of November, 19 89.

WITNESSETH:

Whereas, Martha Paschel
 did on to-wit, the 16th day of October, 19 85, execute to the Associa-
 tion a mortgage conveying certain property situated in Shelby County, Alabama,
 which mortgage is recorded in the Probate Office of Shelby County, Alabama,
 in Real Volume 045 on Page 431,
 reference being hereby made to said record for a particular description of said property,
 said mortgage and note therein described and assumed by David Thomas McGowen and Patricia Lucky McGowen
 on 9th day of November, 19 89.

Whereas, the balance due as of this date on said mortgage is \$ 22,693.24;
 and

Whereas, borrower is desirous of paying the said balance in accordance with loan plan
 of the Association, and the rules and regulations governing same;

Now, therefore, the premises considered, and in the further consideration of the benefit
 accruing to both of the parties hereto by the execution of this agreement, it is hereby agreed
 by the parties hereto as follows:

1. That the balance of the indebtedness secured by said mortgage is
 \$ 22,693.24;

2. That borrower agrees to pay said balance of \$ 22,693.24 in accordance
 with the following loan plan of the Association:

Monthly payments of \$ 214.65 each payable on the 1st day of
 each and every month, beginning with the month of December until all of said
 indebtedness with interest thereon at the rate of 10.625 % per annum from date is paid in
 full; each of said installments shall be applied first to the payment of accumulated interest
 on the unpaid balance of principal and the remainder of said installment 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.

In witness whereof, the parties hereto and hereunder have set their hands and seals
 in duplicate, on the day and date hereinabove first written.

JEFFERSON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BIRMINGHAM

David Thomas McGowen
 Borrower David Thomas McGowen
Patricia Lucky McGowen
 Borrower Patricia Lucky McGowen

By: Lillian R. Shannon
 Assistant Vice President

State of Alabama
Jefferson County)

I, the undersigned authority, a Notary Public in and for said County and State, hereby
 certify that David Thomas McGowen and Patricia Lucky McGowen, whose
 name(s) are signed to the foregoing instrument, and who are known to me, acknow-
 ledged before me on this day that, being informed of the contents of the instrument
executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 13th day of November,
 19 89.

By: [Signature]
 Notary Public

My Commission expires MY COMMISSION EXPIRES OCTOBER 1, 1990

State of Alabama)
Jefferson County)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Lillian R. Shannon whose name as Assistant Vice President of Jefferson Federal Savings in Loan Association of Birmingham, 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, 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 13th day of December, 19 89.

By: [Signature]
Notary

My Commission expires _____

1. Deed Tax -----	\$	
2. Mig. Tax -----	\$	
3. Recording Fee -----	\$	5.00
4. -----	\$	3.00
5. -----		
6. -----		1.00
Total -----	\$	9.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 JAN 15 AM 8:39

[Signature]
JUDGE OF PROBATE

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