

STATE ALABAMA
COUNTY OF JEFFERSON

GRANTOR: Whitfield Theodore Dewayne at ux
Borrower
GRANTEE: First Capital Mortgage Corp.
Lender

MODIFICATION AGREEMENT
TO
PROMISSORY NOTE
AND
MORTGAGE

Book 322, Page 409
Shelby County, Alabama Records

This Modification Agreement, made this date between Grantor, (hereinafter "Borrower") and First Capital Mortgage Corporation as Grantee (hereinafter "Lender").

WHEREAS, Borrower has heretofore become indebted to Lender under the terms of a certain Promissory Note mentioned in Mortgage referenced herein above; and,

WHEREAS, Borrower and Lender are desirous of modifying certain terms of repayment of the indebtedness secured by the said Mortgage.

NOW, THEREFORE, for good and adequate consideration, Borrower and Lender agree to the following modifications to the aforementioned Mortgage and Note secured thereby:

(1)

The interest beginning date under the Note is hereby amended and modified to read:
December 13, 1990

(2)

The monthly due date under the Note for each monthly installment is hereby amended and modified to the 15th day of each month beginning January 15, 1991 and continuing on the same day of each successive month with a final payment of principal and accrued interest due on December 15, 2000.

(3)

Borrower covenants and agrees that all terms and conditions of the original Promissory Note and Mortgage, including all prior modifications there (if any), except as otherwise modified herein, shall remain in full force and effect.

WITNESS the hand and seal of the undersigned, this the 13 day of December, 1990.

Signed, sealed and delivered in the presence of the undersigned on this 13 day of December, 1990.

Beverly H. Echels
WITNESS

Sylvia Susanna French
NOTARY PUBLIC

Signed, sealed and delivered in the presence of the undersigned on this 13 day of December, 1990.

Beverly H. Echels
WITNESS

Sylvia Susanna French
NOTARY PUBLIC

Theodore Dewayne Whitfield
BORROWER Theodore Dewayne Whitfield

Debra A. Whitfield
BORROWER Debra A. Whitfield

First Capital Mortgage Corporation
LENDER

BY: [Signature] TITLE

Vice President

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

90 DEC 17 AM 10:58

JUDGE OF PROBATE

1. Doc. Tax	0.00
2. Mort. Tax	0.00
3. Recording Fee	2.50
4. Processing Fee	3.00
5. Not. Fee	0.00
6. Certified Fee	6.00
Total	11.50

Cambridge Title