

3599

This instrument prepared by:
Richard T. Davis, Esquire
3800 Colonnade Parkway
Suite 650
Birmingham, Alabama 35243

STATE OF ALABAMA)

JEFFERSON COUNTY)

**COMBINED CONSTRUCTION PERMANENT LOAN MORTGAGE
DEED AND SECURITY AGREEMENT MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT is made as of June 7, 1991, by and between STEVEN C. BONER (the "Borrower") and FIRST COMMERCIAL BANK (the "Lender").

W I T N E S S E T H :

WHEREAS, on March 14, 1991, the Borrower executed and delivered to the Lender a Combined Construction Permanent Loan Mortgage Deed and Security Agreement (the "Mortgage"), such Mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama on March 18, 1991 in Real 333, page 896, the purpose of such Mortgage being to provide security for a \$180,000 loan being made by the Lender to the Borrower (the "Loan"); and

WHEREAS, the Borrower has requested and the Lender has agreed to increase the amount of the Loan from the original amount of \$180,000 to \$190,000 under the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

1. The first paragraph on the first page of the Mortgage is hereby amended to delete \$180,000 in the fifth and sixth lines and to substitute in lieu thereof \$190,000.
2. The purpose and intent of this Modification Agreement is to amend the amount of security given by the Mortgage for the indebtedness of the Borrower to the Lender upward from \$180,000 to \$190,000, being an increase in the security provided by the Mortgage of \$10,000.
3. Except as herein modified, the Mortgage shall remain in full force and effect, and the Mortgage, as so modified and amended, is hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Borrower and the Lender have executed this Modification Agreement as of the day and year first set forth above.

Steven C. Boner
Steven C. Boner

FIRST COMMERCIAL BANK

By: Winston T. McCallen
Its Asst. Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven C. Boner, 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 thereof, he executed the same voluntarily.

Given under my hand and official seal, this the 1st day of June, 1991.

Beverly W. Shelton
NOTARY PUBLIC

My Commission Expires July 12, 1994
My Commission Expires: _____

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Winston T. McCallen, whose name as Assistant Vice President of FIRST COMMERCIAL BANK is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of June, 1991.

Beverly W. Shelby
NOTARY PUBLIC

My Commission Expires July 12, 1994
My commission expires: _____

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1. Doc. Fee	15.00
2. Notary Fee	7.50
3. Recording Fee	3.00
4. Indexing Fee	1.00
5. Total	26.50

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

91 JUN 19 AM 10:54

Barbara S. Thompson
JUDGE OF PROBATE