

STATE OF ALABAMA)

SHELBY COUNTY)

1139

MODIFICATION OF MORTGAGE

KNOW ALLMEN BY THESE PRESENTS: THAT

WHEREAS, on the 3rd Day of July 1991, the undersigned, Randall H. Goggans, (collectively "Mortgagor"), executed a Mortgage to Union State Bank Birmingham, Alabama ("Bank"), which Mortgage is recorded in Mortgage Book Volume 353, Page 518, Office of Judge of Probate Shelby County, Alabama, and Modified on the 20th Day of September, 1991, which modification is recorded in Mortgage Book Volume 365, Page 171, Office of Judge of Probate, Shelby County, Alabama, (the "Mortgage"); and

WHEREAS, the Mortgage secures a Note is the original Principal amount of Fifty Five Thousand and No/100-----(\$55,000.00) (the "Original Note") dated July 3, 1991; and

Whereas, contemporaneously with the execution of this document, Mortgagor has executed to Bank a Replacement Note is the amount of Seventy Five Thousand and No/100-----(\$75,000.00) and Bank and mortgagor intend that the Mortgage secure the sum of Seventy Five Thousand and no/100-----(\$75,000.00), instead of \$55,000.00, that is Bank has agreed to advance Mortgagor an additional \$20,000.00.

NOW THEREFORE, In consideration of the indebtedness evidenced by the Replacement note delivered by Mortgagor bearing even date herewith, and Bank's agreement to loan Mortgagor up to Seventy Five Thousand and no/100---(\$75,000.00) the parties agree as follows:

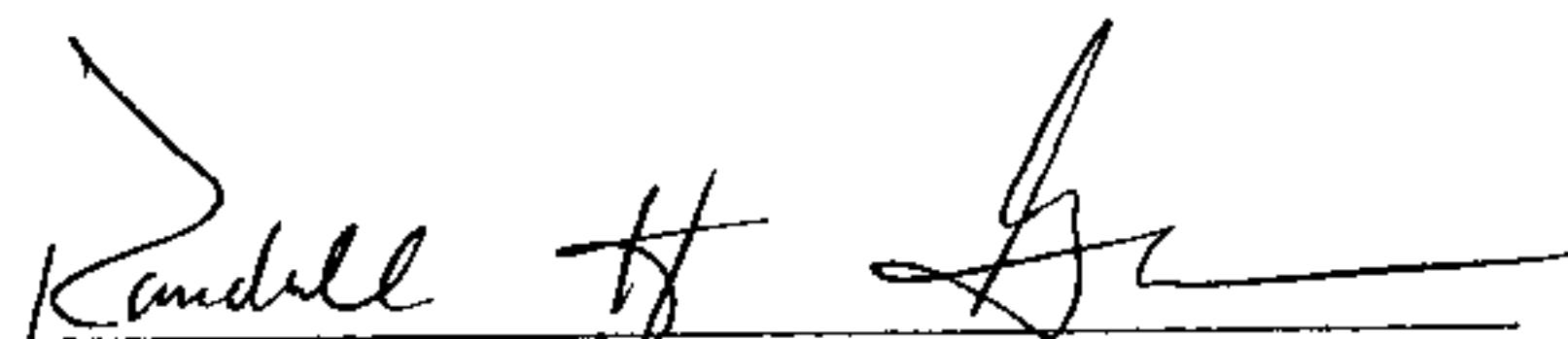
1. The principal sum as set forth in the Mortgage is now Seventy Five Thousand and No/100-----(\$75,000.00), instead of Fifty Five Thousand and No/100- (\$55,000.00) as set forth in the Mortgage as originally recorded and the Note as referred to in the Mortgage is now the Replacement Note bearing even date herewith as such Replacement Note may be modified or extended.

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2. By execution of the document, Mortgagor reaffirms as of this date, all provisions contained in the Mortgage, including, but not limited to, all warranties of title contained in the Mortgage.

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

IN WITNESS WHEREOF, the undersigned, Randall H. Goggans, has hereunto set their hands and seals this 13th day of January, 1992.

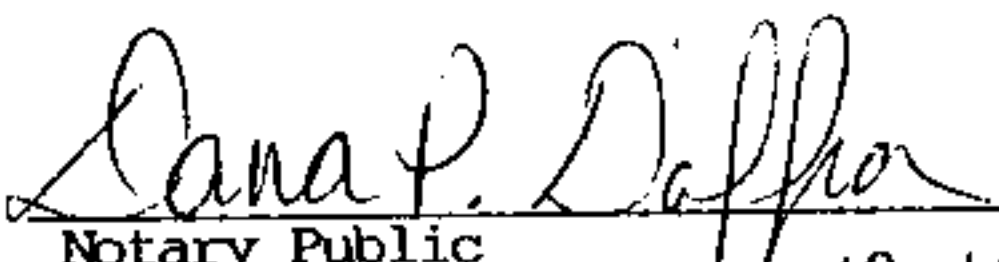

Randall H. Goggans

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, is signed to the foregoing Modification of Mortgage, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of January, 1992.


Notary Public
My Commission Expires: 12-17-95

STATE OF ALABAMA
I CERTIFY THIS
DOCUMENT WAS FILED

92 JAN 23 AM 10:54

JUDGE OF PROBATE

1. Deed Tax	\$	36.00
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	39.00