

1322

STATE OF ALABAMA )  
SHELBY COUNTY )

MODIFICATION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, on the 1st day of February, 1991, the undersigned, Applegate Realty, Inc., (collectively "Mortgagor") executed a Mortgage to Union State Bank, Birmingham, Alabama ("Bank"), which Mortgage is recorded in Mortgage Book Volume 331, Page 930, Office of Judge of Probate Shelby County, Alabama, (the "Mortgage"); and

WHEREAS, the Mortgage partially secured a Note in the Original Principal amount of One Hundred Sixty One Thousand and No/100-----(\$161,000.00), (the "Original Note"), dated February 1, 1991, and

WHEREAS, contemporaneously with the execution of this document, Mortgagor has executed to the Bank a Replacement note in the amount of Ninety Nine Thousand Three Hundred Nineteen and 25/100----(\$99,319.25), and Bank and Mortgagor intend that the Mortgage secure the sum of Ninety Nine Thousand Three Hundred Nineteen and 25.100---(\$99,319.25), instead of \$81,000.00.

NOW THEREFORE, In consideration of the indebtedness evidenced by the Replacement note delivered by Mortgagor to Bank bearing even date herewith, and Bank's acceptance of such Replacement Note, the parties agree as follows:

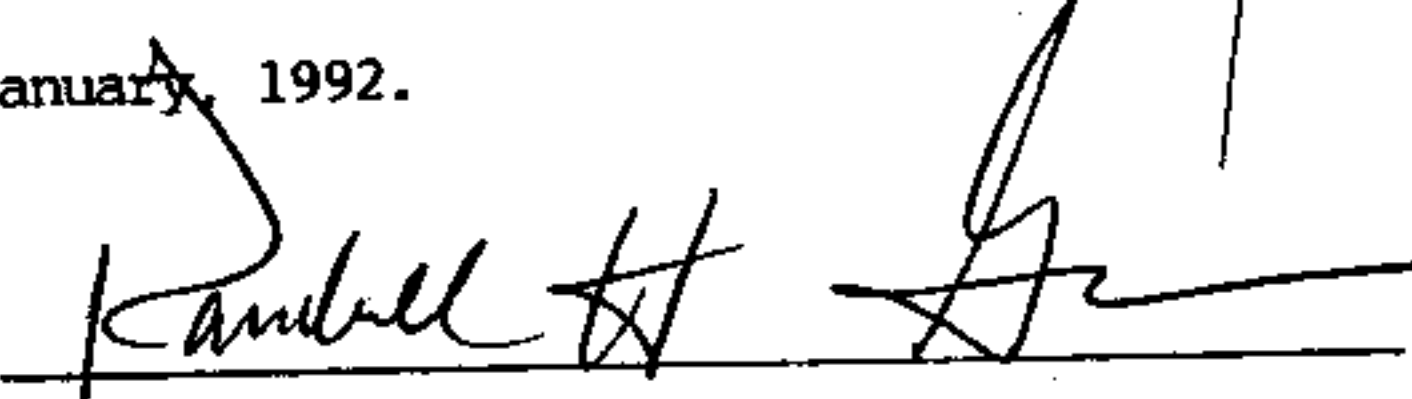
1. The principal sum as set forth in the Mortgage is now Ninety Nine Thousand Three Hundred Nineteen and 25/100----(\$99,319.25), instead of Eighty One Thousand and No/100----(\$81,000.00), as set forth in the Mortgage as originally recorded and the Note as referred to in the Mortgage is now the Replacement Note bearing even date herewith as such Replacement Note may be modified or extended.

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2. By execution of this 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, President  
Applegate Realty, Inc.

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

1. Deed Tax — \$  
2. Mig. Tax — \$27.60  
3. Recording Fee — \$5.00  
4. Indexing Fee — \$3.00  
5. No Tax Fee — \$  
6. Certified Fee — \$1.40  
Total — \$36.60

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

92 FEB 18 AM 11:54

JUDGE OF PROBATE

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