

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE MODIFICATION AGREEMENT

WHEREAS, ANDREW J. THURMOND, III AND WIFE, SANDRA B. THURMOND are the owners of certain real property and all improvements located thereon, being more particularly described as follows:

Lot 143, according to the survey of Greystone,
1st Sector, Phase II, as recorded in Map Book
15, Pages 58, 59, 60 and 61, in the Probate
Office of Shelby County, Alabama.

with an address of 2013 King Stables Road, Birmingham, Alabama 35242 (hereinafter the "Property") said ownership being evidenced by that certain deed being executed on October 3, 1991 and recorded in Book 367, page 940, in the Probate Office of Shelby County, Alabama; and

WHEREAS, In order to obtain a portion of the purchase money with which to construct a single family dwelling on the property, Andrew J. Thurmond, III and Sandra B. Thurmond borrowed \$265,000.00 from O.B. Barker and Betty Jean Barker, as evidenced by that certain mortgage together with Construction/Permanent Loan Mortgage Rider and Rider to Security Instrument attached thereto) hereinafter collectively referred to as the "mortgage"), being executed and delivered to O.B. Barker and Betty Jean Barker on May 8, 1992, and recorded in Instrument No. 1992-11970, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Andrew J. Thurmond, III and Sandra B. Thurmond have made a request of O.B. Barker and Betty Jean Barker to amend their debt repayment so as to (1) reduce the interest rate from eight and one-half percent (8.5%) to eight percent (8%) for the remainder of the mortgage term, (2) amend the installment due date from the first day of each month to have installment payments due on Monday of each week thus calling for fifty-two (52) annual installments of \$500.00 instead of monthly installments of \$2,037.62, (3) require that said weekly installments commence on Monday, October 5,, 1992, and be due each Monday thereafter until said principal balance shall be paid in full, and (4) amend the late charge provision of the note in paragraph 6(a) late charge for overdue payments to five calendar days.

WHEREAS, O.B. Barker and Betty Jean Barker are agreeable to so do, if Andrew J. Thurmond III and Sandra B. Thurmond execute this agreement and all other note amendments and other documentation deemed necessary and requisite by O.B. Barker and Betty Jean Barker to properly effect the amendment of debt repayment.

Inst # 1992-21538

Return To:
Cody Monahan & Ward, P.C.
2100 Southridge Parkway
Suite 600
Birmingham, AL 35209

Obt
PBB
BJS
JF

WHEREAS, Andrew J. Thurmond, III and Sandra B. Thurmond are agreeable to execute this agreement and other note amendments all other documentation deemed necessary and requisite by O.B. Barker and Betty Jean Barker to properly effect the amendment of the debt repayment.

NOW THEREFORE, For and in consideration of the premises and the mutual benefit to be herefrom derived, Andrew J. Thurmond and Sandra B. Thurmond, and O.B. Barker and Betty Jean Barker do hereby agree that the Mortgage executed and delivered by Andrew J. Thurmond, III and Sandra B. Thurmond, to O.B. Barker and Betty Jean Barker on September 25, 1992 and recorded in Instrument # 1992-11970 et. seq. in the Probate Office of Shelby County, Alabama, be declared modified and amended as follows:

1. On the first page of the Mortgage, the section which begins:

The debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"),...

is hereby deleted and replaced with:

The debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note" said Note being amended by instrument dated the same date as this Mortgage Modification Agreement) which provides for weekly payments, with the full debt, if not paid earlier, due and payable on September 1, 2022.

abt
[Signature]
initial

BBB
[Signature]
initial

All other terms, conditions, covenants, and promises, not amended by this instrument, and created and existing under the Mortgage and all riders thereto shall remain in full force and effect and shall be binding on and enforceable against Andrew J. Thurmond, III and Sandra B. Thurmond and O.B. Barker and Betty Jean Barker.

In witness whereof, this Agreement has been caused to be executed as of this the first day of September, 1992.

abt
BBB
BBB
twenty fifth

[Signature]
ANDREW J. THURMOND SEAL

[Signature]
SANDRA B. THURMOND SEAL

O. B. Barker SEAL
O.B. BARKER

Betty Jean Barker SEAL
BETTY JEAN BARKER

STATE OF ALABAMA
COUNTY OF SHELBY

I, Clayton T. Sweeney, a Notary Public in and for said County in said State, hereby certify that Andrew J. and Sandra B. Thurmond, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the voluntarily and as their act on the day the same bears date. Given under my hand and seal of office this the 25th day of September, 1992.

C. T. Sweeney
Notary Public
Commission Expires: 5-29-95

STATE OF ALABAMA
COUNTY OF SHELBY

I, Clayton T. Sweeney, a Notary Public in and for said County in said State, hereby certify that O.B. Barker and Betty Jean Barker, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the voluntarily and as their act on the day the same bears date. Given under my hand and seal of office this the 25th day of September, 1992.

C. T. Sweeney
Notary Public
Commission Expires: 5-29-95

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09/29/1992-21538
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MJS 11.50