

*This instrument prepared by:*

James W. Fuhrmeister

GRIFFIN, ALLISON, MAY, ALVIS & FUHRMEISTER

P. O. Box 380275

Birmingham, AL 35238

## **MORTGAGE MODIFICATION AGREEMENT**

STATE OF ALABAMA )

)

COUNTY OF SHELBY )

WHEREAS, **FIRST ALABAMA BANK** ("Mortgagee") heretofore made a loan in the amount of **\$18,000.00** to **WILLIAM R. HILL, JR.**, a married man ("Mortgagor"), as evidenced by that certain Note dated November 18, 1988; and

WHEREAS, said note is secured, among other things, by that certain Mortgage executed by said Mortgagor in favor of Mortgagee and dated November 18, 1988, and recorded in **Book 216 page 402** in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have agreed to modify the repayment schedule of the Note and Mortgage and Mortgagor and Mortgagee have executed a Modification To Note dated even date herewith which modifies the repayment schedule of the Note.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, Mortgagor and Mortgagee agree as follows:

1. The Mortgage is hereby modified to secure payment of promissory note dated November 18, 1988, as modified even date herewith in the principal sum of \$18,000.00 signed by **WILLIAM R. HILL, JR.**, a married man.

2. Mortgagor, in consideration of the change in the repayment schedule and other

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good and valuable consideration, the receipt of which is acknowledged, shall pay the principal and interest as set forth in the Modification To Note executed even date herewith and shall comply with the other terms of the Note, Modification To Note, and Mortgage, except as modified herein.

3. When the terms and provisions contained in the Mortgage in any way conflict with the terms and provisions of this agreement, the terms and provisions herein contained shall prevail, and as modified by this agreement, the Mortgage is hereby ratified and confirmed.

4. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

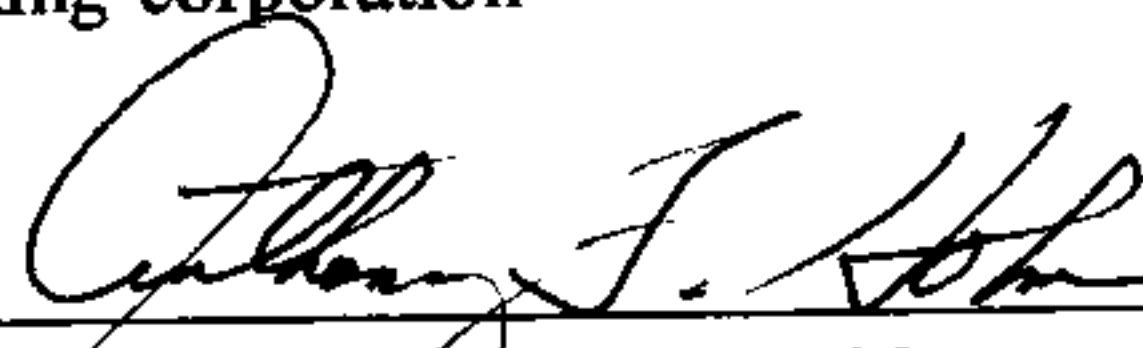
IN WITNESS WHEREOF, the parties have executed this agreement on the 23<sup>rd</sup> day of August, 1995.

**MORTGAGOR:**

  
WILLIAM R. HILL, JR.

**MORTGAGEE:**

FIRST ALABAMA BANK, an Alabama  
banking corporation

By:   
Its: Executive Vice President

**Acknowledgments**

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that WILLIAM R. HILL, JR., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 23<sup>rd</sup> day of August, 1995.

Donna M. Wilder  
Notary Public

My commission expires: 03-21-97

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County and State hereby certify that Anthony F. Holmes, whose name as Executive Vice President of FIRST ALABAMA BANK, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me, on this day, that, being informed of the contents of said instrument, 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 seal this 28<sup>th</sup> day of August, 1995.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES DECEMBER 31, 1995

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