

**MODIFICATION AGREEMENT**

Inst # 1997-08594

This Agreement dated February 11, 1997, by and between Barry Delano Lawrence and wife, Donna W. Lawrence of Shelby County, Alabama, (hereinafter designated as "mortgagor" and referred to as "he," "him," or "his," regardless of the number or gender) and Collateral Mortgage, Ltd., an Alabama Limited Partnership organized and existing under the laws of the State of Alabama, with its principal office at Birmingham, Alabama (hereinafter designated as "mortgagee").

Witnesseth: That whereas the mortgagor has heretofore executed and delivered a certain mortgage real estate note, (hereinafter called "note"), dated on the 18th day of October, 1996, in the original principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 dollars (\$125,000.00), and as security for the indebtedness evidenced thereby, executed and delivered to the mortgagee a certain real estate mortgage, (hereinafter called "mortgage") of even date with the note for the purpose of securing the payment thereof, and

Whereas, the mortgage has been recorded in the office of the recorder for Shelby County, Alabama, on the 28th day of October, 1996, in Book 1996-35636 which mortgage, mortgages and warrants certain real estate being located and situated in the county of Shelby, state of Alabama, described as follows, to wit:

Lot 1, according to the Survey of Riverchase Country Club, 37th Addition, as recorded in Map Book 19, Page 7, in the Probate Office of Shelby County, Alabama.. Minerals and mining rights excepted.

Whereas, the parties hereto desire to make certain corrections, modifications, amplifications, and changes in the mortgage.

Now, therefore, in consideration of the premises and the agreements hereinafter contained, and other good and valuable consideration, the parties hereto agree as follows:

The mortgagor hereby authorizes mortgagee upon the recordation of this amendment to place a legend on the note to read as follows:

The original mortgage amount is being increased from \$125,000.00 to \$157,000.00 with a new principal and interest of \$1,221.13.

This note has been amended by agreement between the maker and payee dated February 11th, 1997, and recorded in document no. \_\_\_\_\_ in Shelby County, Alabama.

Except as hereby expressly modified or amended, the note and mortgage shall remain in full force and effect.

In witness whereof, the mortgagor has hereunto set his hand and seal and the mortgagee has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first written

*[Signature]* (SEAL)  
BARRY DELANO LAWRENCE  
*[Signature]* (SEAL)  
DONNA W. LAWRENCE

03/20/1997-08594  
10:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 59.00

COLLATERAL MORTGAGE, LTD

Attest:

*Paula Green*  
Asst. Secretary  
(Title)

By: *Mary Bernard*  
Title ASST. VICE PRESIDENT

STATE OF ALABAMA

SS:

COUNTY OF SHELBY

Before me, the undersigned, Fran S. Elrod an official of Shelby County of the state of Alabama, on the 11th day of February, 1997, personally appeared and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal the day and year last above written.

*Fran S. Elrod*  
Notary public

My commission expires: 5/20/2000

STATE OF ALABAMA

SS:

COUNTY OF JEFFERSON

Before me MHOWARD a notary public of said state on this 4TH day of MARCH, 1997 of \_\_\_\_\_, a corporation by \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, its \_\_\_\_\_ appeared and acknowledged the execution of the foregoing instrument.

*[Signature]*  
Notary public

My commission expires: 02-26-00

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10:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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