

This instrument prepared by:

First Commercial Bank

800 Shades Creek Parkway

Birmingham, AL 35209

Inst # 1998-38158

STATE OF ALABAMA )

SHELBY COUNTY )

### MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 4th day of September, 1998, by and between Jeffrey Lynn Davis (aka J. M. Davis) and Cary M. Davis (aka C. M. Davis) and Kathy Jean Davis (herein referred to as "Mortgagor") and First Commercial Bank (hereinafter referred to as "Bank"),

#### WITNESSETH:

Davis Machine and

WHEREAS, Fabricating Company, Inc. (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount of FOUR HUNDRED EIGHT THOUSAND DOLLARS AND NO /100 Dollars (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, Mortgagor executed a Mortgage (hereinafter referred to as the "Mortgage") to Bank which was dated April 8, 1998, and recorded in the Probate Office of SHELBY County, Alabama in 1998 Book 12663, at Page \_\_\_\_\_; and

WHEREAS, Borrower desires to borrow an additional TWO HUNDRED THOUSAND DOLLARS AND NO /100 Dollars from Bank, and Borrower has agreed to execute and deliver to Bank as evidence of such additional loan (mark one):

- ☐ a Note Modification Agreement that amends the Note,
- ☒ an additional promissory note in the principal amount of the additional loan,
- ☐ a new Note, in the principal sum of \$ \_\_\_\_\_, in amendment of and in replacement and substitution for the original Note,

of even date herewith; and

WHEREAS, Bank is willing to lend such additional sum to Borrower on condition, among others, that Mortgagor execute and deliver this Mortgage Modification Agreement.

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09/30/1998-38158  
12:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MEL 316.00

NOW, THEREFORE, in consideration of the additional loan made by Bank to Borrower and other valuable consideration, receipt of which is hereby acknowledged, Mortgagor and Bank agree that the Mortgage secures the payment as and when due of the principal sum of SIX HUNDRED EIGHT THOUSAND AND NO/100 Dollars (\$ 608,000.00 ), as evidenced by the Note or Notes described above, together with any note or notes hereafter delivered in extension or renewal of, or in substitution for, any of the foregoing, and all interest now or hereafter owed or accruing on all of the foregoing.

Mortgagor and Bank agree that all other terms of the Mortgage shall remain in full force and effect.

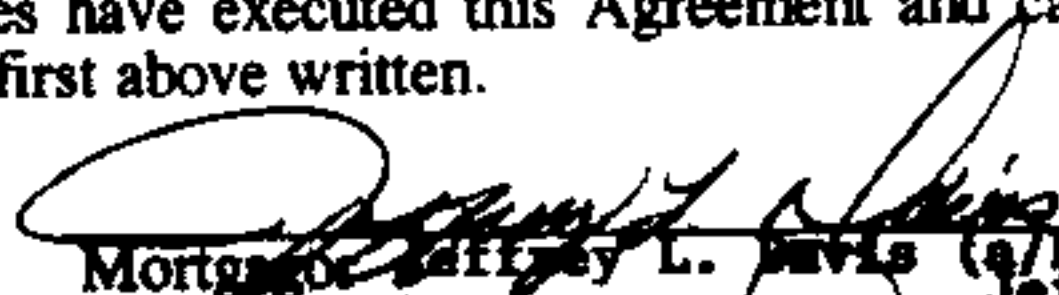
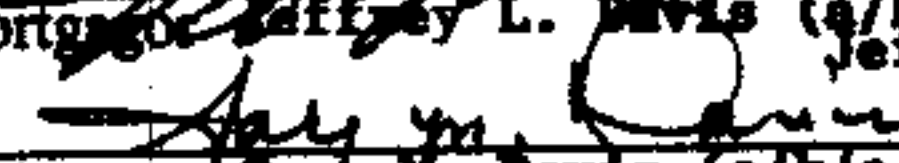

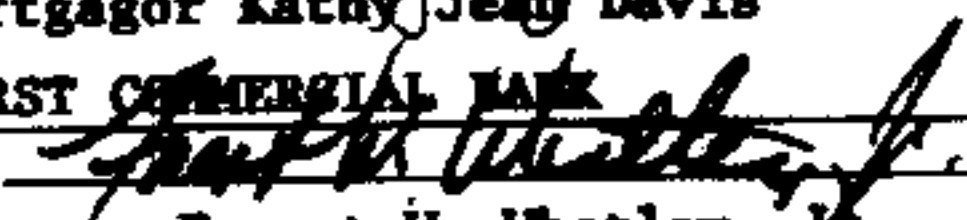
IN WITNESS WHEREOF, the parties have executed this Agreement and caused their seals to be affixed hereto on the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
Witness(es)

ATTEST:

By: \_\_\_\_\_

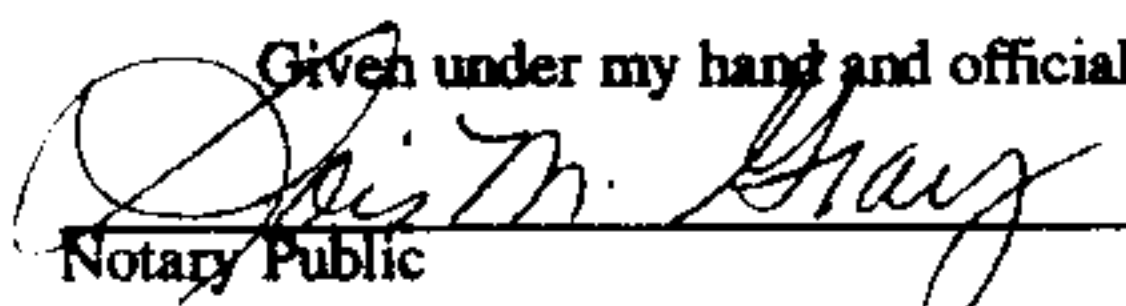
 (Seal)  
Mortgagor Jeffrey L. Davis (a/k/a J. L. Davis and Jeffrey Lynn Davis)  
 (Seal)  
Mortgagor Gary M. Davis (a/k/a G. M. Davis)  
 (Seal)  
Mortgagor Kathy Jean Davis  
FIRST COMMERCIAL BANK  
By:   
Forest W. Whatley, Jr.  
As Its: 1st Vice President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

(Bank)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Forest W. Whatley, Jr., whose name as 1st Vice President of the First Commercial Bank, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 official seal, this the 4th day of September, 1998.

  
Notary Public

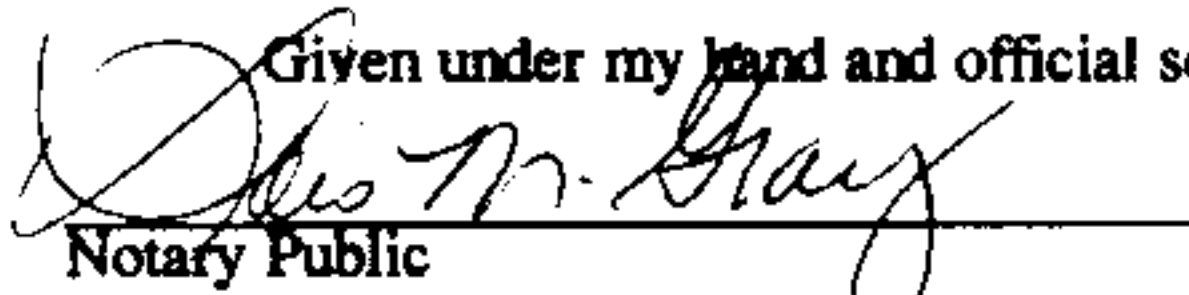
My Commission expires: 8/27/2002

STATE OF ALABAMA )  
JEFFERSON COUNTY )

(by Mortgagor)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey L. Davis (a/k/a J. L. Davis) and Jeffrey Lynn Davis, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of September, 1998.

  
Notary Public


My Commission expires: 8/27/2002

STATE OF ALABAMA )  
JEFFERSON COUNTY )

(by Mortgagor)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary M. Davis (a/k/a G. M. Davis), whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of September, 1998.

  
Notary Public

My Commission expires: 8/27/2002

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