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STATE OF ALABAMA
COUNTY OF JEFFERSON)

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 21st day of December, 1998, by and between Peter F. Kern, unmarried and Sara T. Kern unmarried ("Borrowers") and **BANCORPSOUTH BANK, FORMERLY HIGHLAND BANK** ("Lender").

RECITALS

- A. On February 26, 1997, Borrowers executed and delivered to Lender a mortgage ("the mortgage") covering the property described in Exhibit A (said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument number 1997-06711 and modified February 23, 1998, said modification being recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1998-09025 and modified September 4, 1998, said modification being recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1998-36632 as security for a loan by Lender to Borrower in the original principal sum of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00).
- B. Borrowers have requested and Lender has agreed to increase the amount in the manner set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to increase the amount of the Note and Mortgage, and parties agree as follows:

1. The amount of the mortgage is increased from the original principal sum of \$850,000.00, modified to \$1,100,000.00, modified to \$1,218,550.64 to One Million Three hundred twenty seven thousand and 00/100 Dollars (\$1,327,000.00).
2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on February 26, 1997, and as the same may hereafter be amended, extended, renewed, modified or changed.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrowers confirm that they have no defenses or offsets with respect to Borrowers' obligations pursuant to the Note or the Mortgage as herein amended.

IN WITNESS HEREOF, the parties have caused this Mortgage Modification Agreement to be executed on the day and year first written above.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER:

Inst # 1999-09604

03/08/1999-09604

11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

Peter F. Kern

Sara T. Kern

(SEAL)

(SEAL)

LENDER:

BANCORPSOUTN, FORMERLY HIGHLAND BANK

BY: *Gerald Watkins*ITS: *Vice President*STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Peter F. Kern, unmarried and Sara T. Kern, unmarried whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 21st day of December*Bruce Wingo*

Notary Public

My commission expires: My Commission Expires June 22, 2002

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Gerald L. Watkins whose name as Vice President of BANCORPSOUTH, FORMERLY HIGHLAND BANK, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 21st day of December*Bruce Wingo*

Notary Public

My commission expires: My Commission Expires June 22, 2002

NOTARIAL SEAL

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

PARCEL I:

Lot 10, according to the Survey of Greystone, 9th Sector, as recorded in Map Book 21 page 143 in Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

Lot 56, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A, B & C in the Probate Office of Shelby County, Alabama.

Inst # 1999-09604

03/08/1999-09604
11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 176.25