

## MODIFICATION AGREEMENT

STATE OF ALABAMA  
SHELBY COUNTY

Account Number : 89715624

Inst # 1999-31615

THIS AGREEMENT of Modification made and entered into by and between James M. Hall and wife Suzanne R. Hall (hereinafter referred to as "Borrower") and First Bank of Childersburg (hereinafter referred to as FBC), on this the 25th day of June, 1999.

### WITNESSETH:

WHEREAS, Borrower on the 25th day of June, 1999, executed to FBC a Note in the principal sum of \$110,000.00 ("Note"), which Note is secured by a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of said County, Instrument Number 1999/14447 in said Probate Office ("Mortgage"), reference being hereby made to the Mortgage for a particular description of the property securing the payment of the Note (the "Mortgage" property) and

WHEREAS, the borrower is the owner of the Mortgage Property, and has requested that said loan be extended to June , 1999, and loan amount be increased from \$110,000.00 to \$140,000.00 (an increase of \$30,000.00)and.

WHEREAS, there are no liens or encumbrances against the Mortgage Property, or judgements against the Borrower, and

WHEREAS, the amount due under the Note and Mortgage is \$140,000.00, as of this date, the sum of \$85,741.92 has been advanced out of total amount available.

WHEREAS, Borrower is desirous of paying the balance of the Note and Mortgage in accordance with a loan plan of FBC, and the rules and regulations governing same;

NOW THEREFORE, in considerations of the mutual benefits to flow to each of the parties hereto, the undersigned hereby agree and covenant as follows, viz.

1. The Borrower agrees to pay the Indebtedness secured by the Mortgage in the amount of \$140,000.00 in accordance with the following loan plan of FBC.
  - (a) Interest shall accrue on the amount of the principal at the rate of 8.75% and shall be paid monthly.

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SHELBY COUNTY JUDGE OF PROBATE  
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(b) The entire principal and any unpaid interest thereon shall be due and payable on the 25<sup>th</sup> day September, 1999

2. The Mortgage will secure the advance as a valid first lien against the Mortgage Property.
3. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage and Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate on this \_\_\_\_\_ date and year first hereinabove written.

James M. Hall (Borrower)  
Suzanne R. Hall (Borrower)

FIRST BANK OF CHILDERSBURG

By: Andy Shremaker  
As Its: Vice President

STATE OF ALABAMA  
Talladega COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Andy Shremaker, whose name as Vice President for First Bank of Childersburg, 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 instruments, 1999, as such 14447 - 4/6/99 and with full authority, executed the same voluntarily for and as the act of said Bank. 10:29 AM

Given under my hand and official seal this 21<sup>st</sup> day of July, 1999  
Sam H. Hunt

STATE OF ALABAMA  
Talladega COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that James R. Hall & Suzanne R. Hall 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 said instrument they executed the same voluntarily on the day the name bears date

Given under my hand and official seal this 21<sup>st</sup> day of July, 1999  
Sam H. Hunt

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