

This instrument prepared by:

FIRST COMMERCIAL BANK

800 SHADES CREEK PARKWAY

BIRMINGHAM, AL 35209

Inst # 1999-48547

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 27TH day of AUGUST, by and between DONALD J. DOWNS AND JOAN G. DOWNS (herein referred to as "Mortgagor") and A MARRIED COUPLE (hereinafter referred to as "Bank"),

WITNESSETH:

WHEREAS, Distribution Consulting, Inc (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount of **SEVENTY THOUSAND FORTY DOLLARS /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 MAY 15, 1997 and recorded in the Probate Office of SHELBY County, Alabama in Instrument Number 1997-17267.

WHEREAS, Borrower desires to borrow an additional **THIRTY EIGHT THOUSAND DOLLAR /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 \$108,000.00 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.

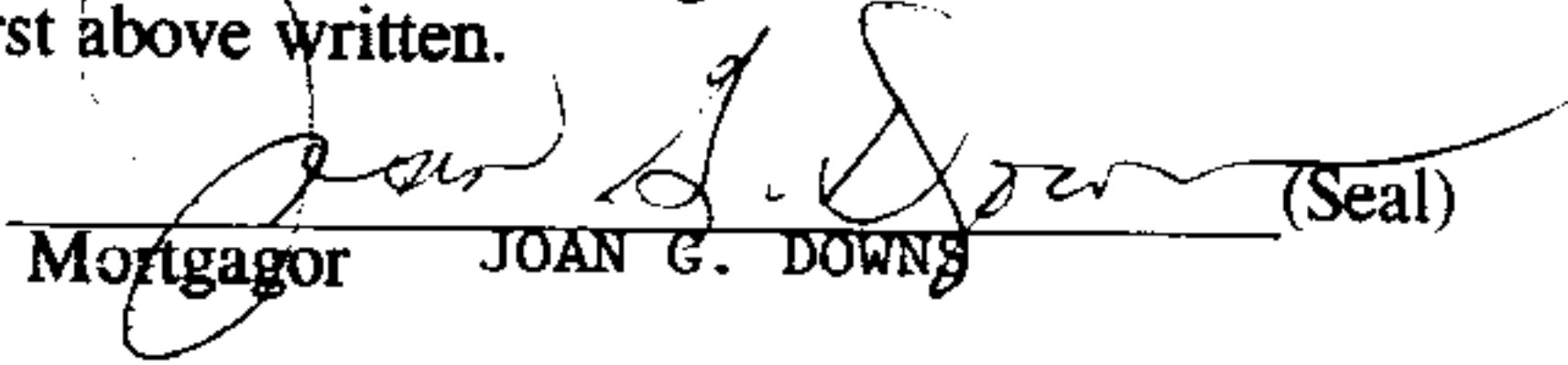
12/01/1999-48547
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 70.50

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 *One hundred eight thousand dollars and zero cents* (\$108,000.00) 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.


MORTGAGOR DONALD J. DOWNS


Mortgagor JOAN G. DOWNS (Seal)


Witness(es)

ATTEST:

By: _____

By: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(Bank)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MERRILL E. JOHNSTON, JR., whose name as ASSISTANT 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 27TH day of AUGUST, 1999.

Notary Public

My Commission expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

(by Mortgagor)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DONALD J. DOWNS AND JOAN G. DOWNS 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 27TH day of AUGUST, 1999.

Mark R. Hoge
Notary Public

My Commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 28, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Inst # 1999-48547

12/01/1999-48547
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KMS 70.50