

This instrument prepared by:

FIRST COMMERCIAL BANK

800 SHADES CREEK PARKWAY

BIRMINGHAM, AL 35209

STATE OF ALABAMA )

JEFFERSON COUNTY )

### MORTGAGE MODIFICATION AGREEMENT

Inst # 2000-00815  
01/07/2000-00815  
11:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
132.00  
003 WMS

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 22ND day of OCTOBER, 1999, by and between RICHARD SCOTT PERKINS & JEANNE (herein referred to as "Mortgagor") and FIRST COMMERCIAL BANK (hereinafter referred to as "Bank"),

#### WITNESSETH:

WHEREAS, RICHARD SCOTT PERKINS & JEANNE PERKINS (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount of ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED 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 AUGUST 12, 1999, and recorded in the Probate Office of SHELBY County, Alabama in INSTRUMENT NO.

WHEREAS, Borrower desires to borrow an additional SEVENTY EIGHT THOUSAND FIVE HUNDRED 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 \$ 230,000.00 ~~in amendment of and~~ in replacement and substitution for the original Note,

of even date herewith; and

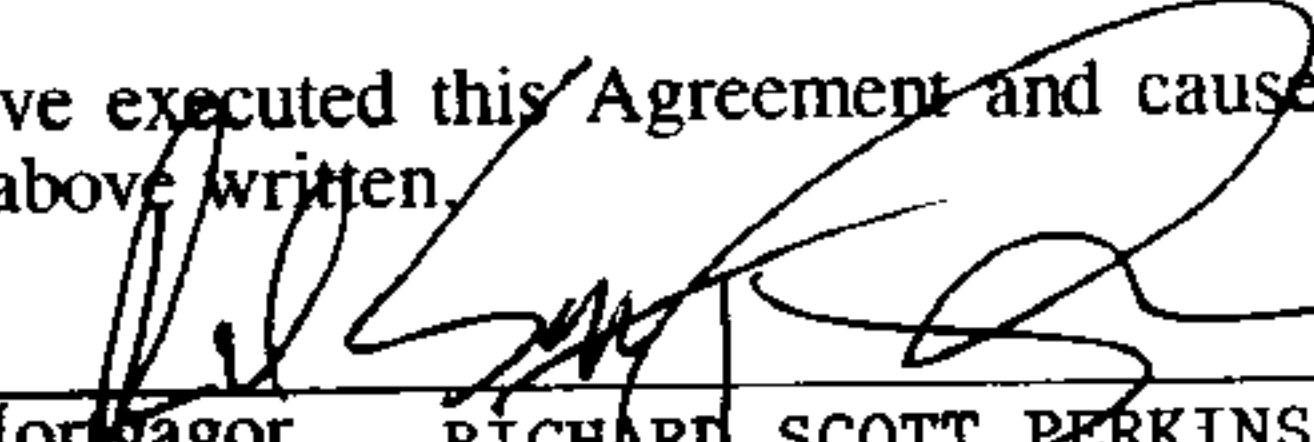
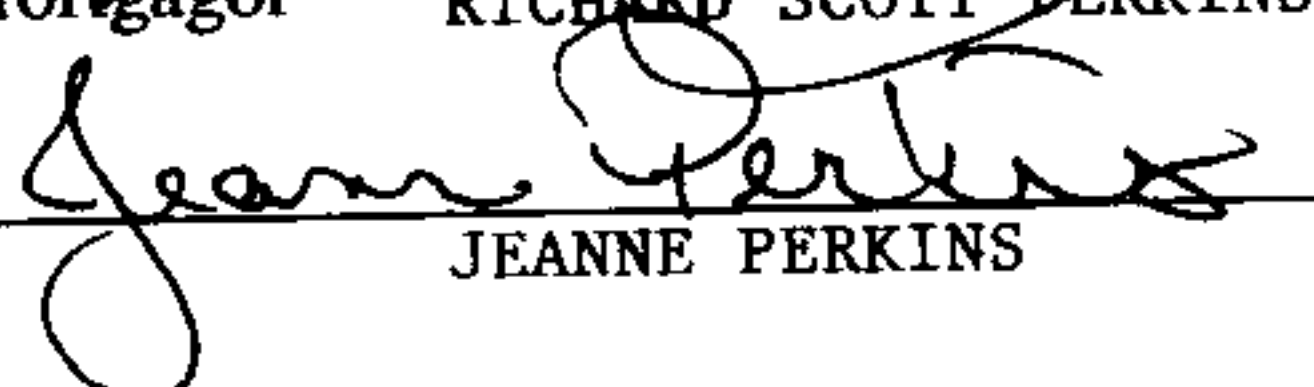
WHEREAS, Bank is willing to lend such additional sum to Borrower on condition, among others, that Mortgagor execute and deliver this Mortgage Modification Agreement.

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 TWO HUNDRED THIRTY THOUSAND & NO /100 Dollars (\$ 230,000.00 ), 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)

XX  (Seal)  
Mortgagor RICHARD SCOTT PERKINS  
XX   
JEANNE PERKINS

ATTEST:

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

By:   
MARY ANNA HEMPHILL  
As Its: PRIVATE BANKING OFFICER

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

(Bank)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARY ANNA HEMPHILL, whose name as PRIVATE BANKING OFFICER 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 22ND day of OCTOBER, 1999.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct. 14, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

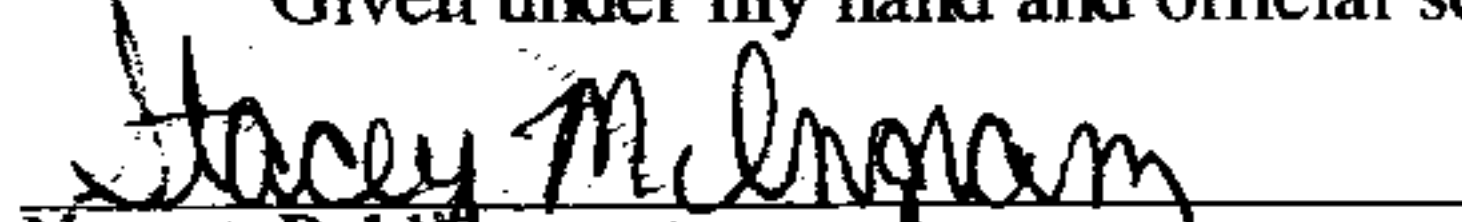
My Commission expires:

STATE OF ALABAMA )  
JEFFERSON COUNTY )

(by Mortgagor)

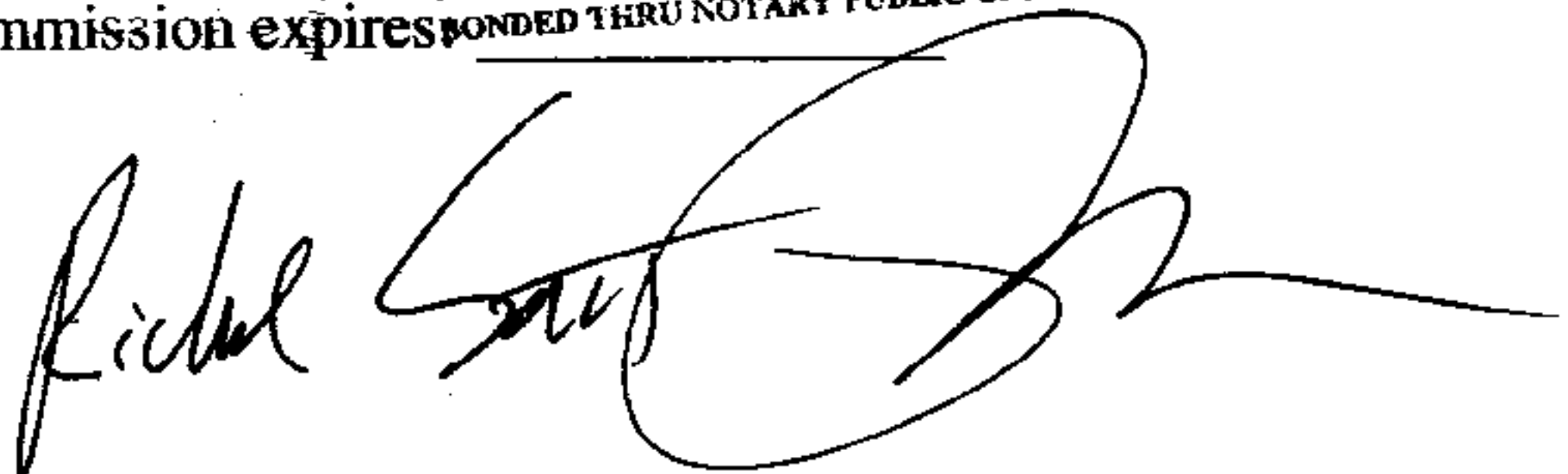
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD SCOTT & JEANNE PERKINS, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument,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

Given under my hand and official seal this 22ND day of OCTOBER, 1999.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 4, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires:



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01/07/2000-00815  
11:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

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