

This instrument prepared by:

FIRST COMMERCIAL BANK

800 SHADES CREEK PARKWAY

BIRMINGHAM, AL 35209

STATE OF ALABAMA)

JEFFERSON COUNTY)

Inst # 2000-02410

01/24/2000-02410
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
174.25

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 17TH day of SEPTEMBER, by and between JAY CHAPMAN AND CYNTHIA CHAPMAN (herein referred to as "Mortgagor") and FIRST COMMERCIAL BANK (hereinafter referred to as "Bank"),

WITNESSETH:

WHEREAS, JAY CHAPMAN AND CYNTHIA CHAPMAN (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount of \$154,569.50 /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 DECEMBER 17, 1997, and recorded in the Probate Office of SHELBY County, Alabama in Book , at Page 1997-41268 and

WHEREAS, Borrower desires to borrow an additional \$105,431.00 /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 \$ xxxxxxxxxxxx in amendment of and in replacement and substitution for the original Note,

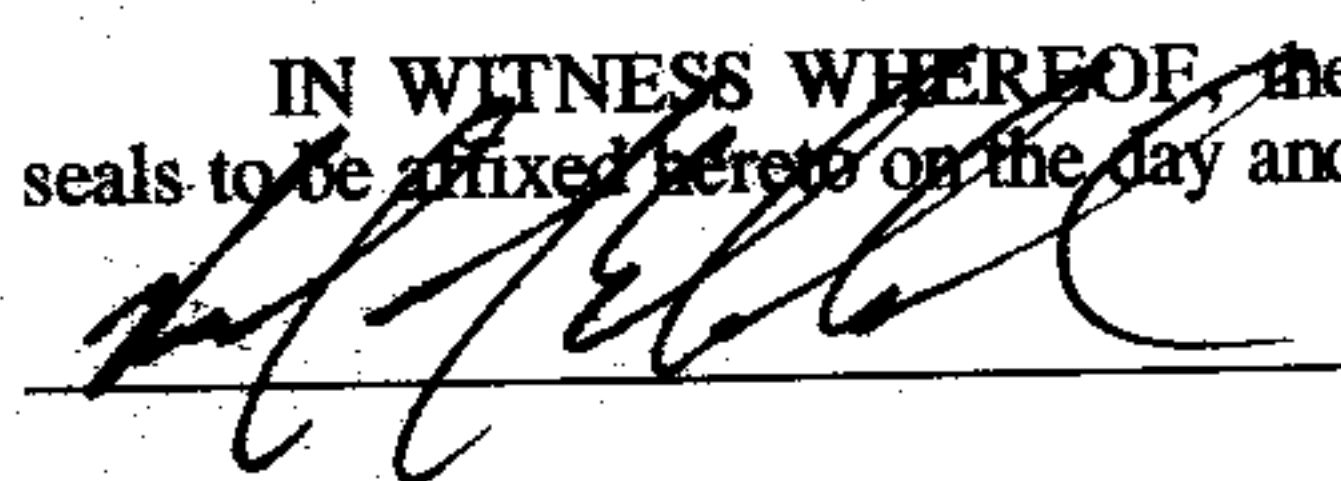
of even date herewith; and

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 ~~One Hundred Five Thousand Four~~ /100 Dollars (\$ 105,431.00), 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.



 (Seal)
Mortgagor

x 

Witness(es)

ATTEST:

By: _____

By: _____

As Its: _____

STATE OF ALABAMA)
COUNTY OF _____)

(Bank)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the _____, 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 _____ day of _____, _____.

Notary Public

My Commission expires: _____

STATE OF ALABAMA)
COUNTY)

(by Mortgagor)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jay Chapman, Cynthia Chapman 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 17th day of September, 1999.

Mary J. Witzel
Notary Public

My Commission expires: 12/17/99

STATE OF ALABAMA)

(by Mortgagor)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the _____, a _____, 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 _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this the 17th day of September, 1999.

Mary J. Wetzel
Notary Public

My Commission expires: 12/17/99

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