

Inst # 1995-28593

**AMENDMENT TO MORTGAGE**

01:16 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 88.50

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, MADE THIS 25TH DAY OF SEPTEMBER  
AND BETWEEN TERRELL E. YATES AND SUSAN M. YATES  
(BORROWER'S) AND HIGHLAND BANK, A STATE BANKING CORPORATION  
("LENDER").

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**RECITALS:**

A. ON MARCH 14, 1994,

TERRELL E. YATES AND SUSAN M. YATES

EXECUTED AND DELIVERED TO LENDER A MORTGAGE IN THE AMOUNT OF  
FIFTY THOUSAND AND NO/100 (\$50,000.00), WHICH  
MORTGAGE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF  
SHELBY COUNTY, ALABAMA IN REAL VOLUME 1994, PAGE  
09739 ("THE MORTGAGE") AS SECURITY FOR A LOAN BY LENDER  
TO BORROWER(S) IN THE PRINCIPAL SUM OF  
FIFTY THOUSAND AND NO/100 (\$ 50,000.00).

B. BORROWER HAS REQUESTED AND LENDER HAS AGREED TO INCREASE  
THE ORIGINAL LOAN TO ONE HUNDRED THOUSAND AND NO/100  
PROVIDED THE MORTGAGE IS AMENDED AS HEREINAFTER SET FORTH.

C. BORROWER HAS REQUESTED AND LENDER HAS AGREED TO EXTEND THE  
MATURITY DATE FROM MARCH 25, 1999 TO OCTOBER 25, 2000.

**AGREEMENT**

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND TO INDUCE  
THE LENDER TO MAKE AN ADDITIONAL LOAN TO BORROWER'S, THE PARTIES  
AGREE AS FOLLOWS:

1. THE MORTGAGE IS HEREBY AMENDED BY DELETING THE WORDS AND

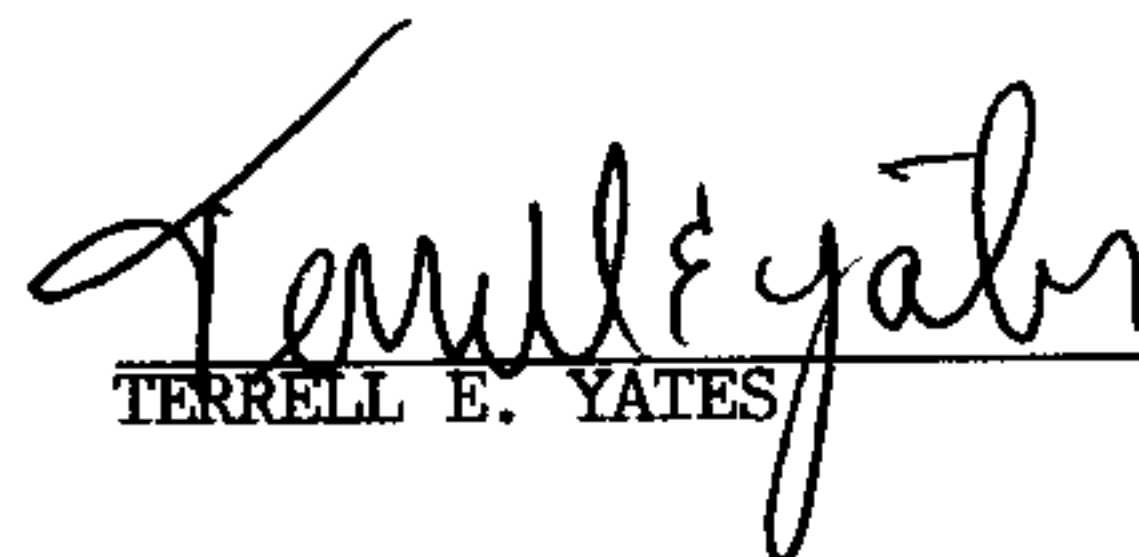
FIGURES "FIFTY THOUSAND AND NO/100"  
(\$ 50,000.00 ) AND THE WORDS DUE AND PAYABLE ON MARCH 25, 1999  
", WHEREVER THE SAME APPEAR,  
AND TO INSERTT IN LIEU THEREOF THE WORDS AND FIGURES ONE HUNDRED  
THOUSAND AND NO/100 (\$100,000.00), AND "DUE  
AND PAYABLE ON "OCTOBER 25, 2000"

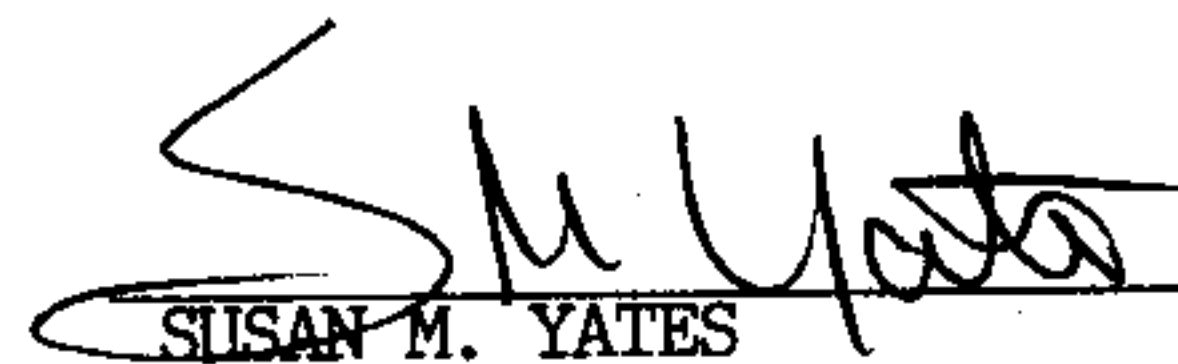
2. THE TERM "NOTE" OR "PROMISSORY NOTE" AS USED IN THE MORTGAGE SHALL REFER TO SUCH INSTRUMENTS AS THE SAME HAVE BEEN MODIFIED BY A RENEWAL NOTE OF EVEN DATE HEREWITH, AND AS THE SAME MAY HEREAFTER BE EXTENDED, RENEWED, OR MODIFIED.

3. EXCEPT AS HEREIN AMENDED, THE MORTGAGE SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE AFFECTED BY ANY SUBSEQUENT RENEWALS, MODIFICATIONS OR EXTENSIONS OF THE INDEBTEDNESS; AND EXCEPT AS HEREIN AMENDED, THE MORTGAGE IS HEREBY RATIFIED AND AFFIRMED IN ALL RESPECTS. BORROWER(S) CONFIRM THAT IT HAS NO DEFENSES OR OFFSETS WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THE MORTGAGE AS HEREIN AMENDED.

4. THE TERM "INDEBTEDNESS", AS USED IN THE MORTGAGE, INCLUDES ANY AMOUNTS THE BORROWER(S) OWE(S) THE LENDER UNDER THE MORTGAGE OR ANY INSTRUMENT SECURED BY THIS MORTGAGE AND ALL MODIFICATIONS, EXTENSIONS AND RENEWALS THEREOF.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THIS DAY AND YEAR FIRST WRITTEN ABOVE.

  
TERRELL E. YATES

  
SUSAN M. YATES

  
HIGHLAND BANK

BY: DAVID TATE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, HEREBY CERTIFY  
THAT TERRELL E. YATES AND WIFE SUSAN M. YATES

THAT TERRELL E. TATES AND WIFE SOCIETY IN TRUST, WHOSE NAME(S) ARE                      SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, SHE AS SUCH EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF  
SEPTEMBER 1995

NOTARY PUBLIC

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STATE OF ALABAMA  
COUNTY OF JEFFERSON

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I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT DAVID TATE LOAN OFFICER OF HIGHLAND BANK A STATE BANKING CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE DONTENDS OF SAID INSTRUMENT, HE, AS SUCH OFFICER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID STATE BANKING CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY  
OF SEPTEMBER, 1995

NOTARY PUBLIC