

AMENDMENT TO MORTGAGE

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on August 13, 1998 by **EDWARD T. WRIGHT** and **JULIA H. WRIGHT**, husband and wife (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded in Instrument No 1998-33950 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described therein and on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured the payment of a Promissory Note in the original principal amount of \$282,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$423.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$13,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$282,000.00 Promissory Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$13,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The terms "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$282,000.00 Promissory Note executed on August 13, 1998, and all interest thereon, and all extensions and renewals thereof, but also the \$13,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 26 day of February, 1999.

Edward T. Wright L.S.
Edward T. Wright

Julia H. Wright L.S.
Julia H. Wright

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward T. Wright and Julia H. Wright, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26 day of February, 1999.

Richard C. Cifer
NOTARY PUBLIC MY COMMISSION EXPIRES
My Commission Expires: MARCH 20, 2001

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT A

Lot 3, according to the Survey of Lake Providence, as recorded in Map Book 24, Page 73, in the Probate Office of Shelby County, Alabama.

Inst # 1999-13449

**03/31/1999-13449
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 33.00**