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Shelby Cnty Judge of Probate, AL
05/03/1977 12:00:00 AM FILED/CERT

AMENDMENT TO REAL ESTATE MORTGAGE

8229

WHEREAS, by a Real Estate Mortgage dated the 8th day of May 1975, recorded in Book 346, Page 5, Probate Office of Shelby County, Alabama, the undersigned therein and herein called Mortgagors mortgaged the property therein described to Cumberland Capital Corporation, therein and herein called Mortgagee, to secure the indebtedness therein described; and

WHEREAS, said Real Estate Mortgage has been amended by those documents recorded in Book _____, Page _____, Book _____, Page _____, in the aforesated Probate Office; and

WHEREAS, on said Mortgage there appears the phrase, or a similar phrase, reading substantially as follows: "The outstanding unpaid principal balance will not exceed \$ 7,074.25" and mortgage tax paid on the aforesated amount; and

WHEREAS, Mortgagors desire that the above described Mortgage secure, without limitation, all sums now or hereafter owing to Mortgagee under the "Open End Credit Plan -- Revolving Loan Agreement" therein described; and

WHEREAS, to amend said Mortgage and provide for the payment of the mortgage tax on all subsequent advances, this instrument is executed.

NOW, THEREFORE, FOR AND IN CONSIDERATION of \$1.00 cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by said Mortgagors, the said Mortgagors do hereby agree that the above described Real Estate Mortgage be and the same is hereby amended as follows:

- (1) That any statement or phrase therein which undertakes to limit the amount secured thereunder be and the same is hereby amended so as to remove therefrom any such limitation;
- (2) That it is the Mortgagors intent that said Real Estate Mortgage secure any and all sums without limitation now or hereafter owing by Mortgagors to Mortgagee under the "Open End Credit Plan -- Revolving Loan Agreement" as in said Mortgage described;
- (3) That the advance being made with the execution of this document and on which mortgage tax is paid with the recording hereof, is in the amount of \$8,002.50 ; (Included are all advances heretofore made on which mortgage tax has not been paid.)
- (4) That mortgage tax due on all advances hereafter made to Mortgagors during the preceding twelve (12) months ending each August 31, shall be paid by Mortgagee in each September hereafter and the amount of such mortgage tax shall be added to the account of Mortgagors.

Except as stated herein, said Real Estate Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by Mortgagors on this the 19th day of April, 19 77.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

77 MAY -3 AM 10:44

Thomas A. Snowless, Jr.
JUDGE OF PROBATE

James P. Montgolf
Theodore Lee Montgolf

Rec. 150
Ind. 100
250

Montgolf



(Individual Acknowledgment)

STATE OF ALABAMA, County of Jefferson

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

Given under my hand and official seal this 19 day of April 1927.

My commission expires: 10-23-80

Notary Public

(Corporate Acknowledgment)

STATE OF ALABAMA, County of

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____, whose name as _____ of the _____, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this date that, being informed of the contents of the amendment, 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 _____ day of _____, 19____.

My commission expires: _____

Notary Public

1945

Игра

Paul
Cecilia
Capitola