

5187

STATE OF ALABAMA       \*  
COUNTIES OF SHELBY   \*  
AND BUTLER            \*

AMENDMENT TO REAL ESTATE MORTGAGES

This agreement is executed and delivered as of the 1st day of October, 1977, by Eugene M. McLain and wife, Geraldine P. McLain (the "Mortgagors") and Central Bank of Birmingham, an Alabama banking corporation (the "Mortgagee").

WHEREAS, on the 9th day of March, 1972, Mortgagors executed in favor of Mortgagee (then known as Central Bank and Trust Company) certain real estate mortgages covering land in Shelby County, Alabama (the "Shelby County Mortgage") and Butler County, Alabama (the "Butler County Mortgage"), said mortgages being recorded, respectively, at Book 321, Page 475, in the Office of the Probate Judge for Shelby County, Alabama, and at Book 279, Page 340, in the Office of the Probate Judge for Butler County, Alabama and securing loans by Mortgagee to Mortgagors in the respective amounts of \$60,000 and \$28,000, as evidenced by promissory notes in such amounts executed by Mortgagors in favor of Mortgagee on March 9, 1972 (the "McLain Notes"), said McLain Notes being amended by Loan Modification Agreements dated May 21, 1974 and February 24, 1975;

WHEREAS, the Mortgagors and Allen Montgomery and James F. Thornton have, as of the date hereof, executed a renewal note (the "Renewal Note") which, inter alia, consolidates the remaining indebtedness evidenced by the McLain Notes (as amended) and secured by the Shelby County Mortgage and Butler County Mortgage and provides that said Renewal Note is secured by both said mortgages;

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to accept the Renewal Note and thereby extend the time of payment for the McLain Notes, the parties hereto agree as follows:



19771209000132260 1/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/09/1977 12:00:00 AM FILED/CERT



P. O. BOX 10566  
BIRMINGHAM, ALABAMA 35296



1. The parties agree that the Shelby County Mortgage is amended by the addition of the following paragraph to said mortgage:

The indebtedness of \$60,000 mentioned in the first paragraph hereof has been renewed and extended as of the 1st day of October, 1977, and has been consolidated with other indebtedness of the Mortgagors to the Mortgagee, to-wit, indebtedness of \$28,000 evidenced by a promissory note executed on the 9th day of March, 1972, by Mortgagors in favor of the Mortgagee, all of which renewal, extension and consolidation is evidenced by that certain renewal note dated as of the 1st day of October, 1977 (the "Renewal Note") executed by Mortgagors and Allen Montgomery and James F. Thornton in favor of the Mortgagee. Mortgagors therefore agree that a default under the Renewal Note shall constitute a default hereunder, entitling Mortgagee to exercise all remedies specified herein which are available to Mortgagee in the event of a default specified herein.

2. The parties agree that the Butler County Mortgage is amended by the addition of the following paragraph to said mortgage:

BOOK 22 PAGE 877  
The indebtedness of \$28,000 mentioned in the first paragraph hereof has been renewed and extended as of the 1st day of October, 1977, and has been consolidated with other indebtedness of the Mortgagors to the Mortgagee, to-wit, indebtedness of \$60,000 evidenced by a promissory note executed on the 9th day of March, 1972, by Mortgagors in favor of the Mortgagee, all of which renewal, extension and consolidation is evidenced by that certain renewal note dated as of the 1st day of October, 1977 (the "Renewal Note") executed by Mortgagors and Allen Montgomery and James F. Thornton in favor of the Mortgagee. Mortgagors therefore agree that a default under the Renewal Note shall constitute a default hereunder, entitling Mortgagee to exercise all remedies specified herein which are available to Mortgagee in the event of a default specified herein.

3. All other terms, provisions, covenants and conditions of the Shelby County Mortgage and the Butler County Mortgage shall remain in full force and effect, and the parties recognize that the Bank's acceptance of the Renewal Note merely acts as an extension and modification of the McLain Notes and that the obligations and indebtedness of Mortgagors to Mortgagee under the McLain Notes have not been extinguished or satisfied.

IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hands and seals as of the day and year first above  
written.

WITNESS:

CENTRAL BANK OF BIRMINGHAM



19771209000132260 3/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/09/1977 12:00:00 AM FILED/CERT

By

*[Signature]*  
Its Real Estate Officer

*[Signature]*

Eugene M. McLain

*[Signature]*

Geraldine P. McLain

ACKNOWLEDGEMENT AND CONSENT

In order to induce Central Bank of Birmingham to accept  
the above-referenced Renewal Note, the undersigned do hereby  
acknowledge and consent to the terms of the above Amendment  
To Real Estate Mortgages.

*[Signature]*  
James F. Thornton

*[Signature]*  
Charlotte F. Thornton

*[Signature]*  
Allen Montgomery

*[Signature]*  
Jacqueline Jones Montgomery



STATE OF ALABAMA \*  
COUNTY OF JEFFERSON \*



19771209000132260 4/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/09/1977 12:00:00 AM FILED/CERT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Wm. Neill Fox, whose name as Real Estate Loan Officer of Central Bank of Birmingham, a corporation, is signed to the foregoing Amendment To Real Estate Mortgages, and who is known to me, acknowledged before me on this day 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 this the 2nd day of December, 1977.

Debra Lynn Morris Lee Bennett  
Notary Public

MY COMMISSION EXPIRES JANUARY 24, 1981

STATE OF ALABAMA \*  
COUNTY OF JEFFERSON \*

I, the undersigned Notary Public in and for said County in said State, hereby certify that Eugene M. McLain, whose name is signed to the foregoing Amendment To Real Estate Mortgages, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 9<sup>th</sup> day of November, 1977.

Carolyn Martin  
Notary Public

My Commission expires 10/3/79

STATE OF ALABAMA \*  
COUNTY OF JEFFERSON \*

I, the undersigned Notary Public in and for said County in said State, hereby certify that Geraldine P. McLain, whose name is signed to the foregoing Amendment To Real Estate Mortgages, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 9<sup>th</sup> day of November 1977.

19771209000132260 5/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/09/1977 12:00:00 AM FILED/CERT

Carlton Martin  
Notary Public

My Commission Expires 10/3/79

STATE OF ALABAMA \*  
COUNTY OF JEFFERSON \*


I, the undersigned Notary Public in and for said County in said State, hereby certify that James F. Thornton and wife, Charlotte F. Thornton, whose names are signed to the foregoing Acknowledgement and Consent, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Acknowledgement, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of November 1977.

Joyce D. Hackworth  
Notary Public

My commission expires 3-14-81

STATE OF ALABAMA       \*  
                                  \*  
COUNTY OF JEFFERSON    \*

  
19771209000132260 6/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/09/1977 12:00:00 AM FILED/CERT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Allen Montgomery and wife, Jacqueline Jones Montgomery, whose names are signed to the foregoing Acknowledgement and Consent, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Acknowledgement, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of November, 1977.

Jayce D. Hackworth  
Notary Public  
*My commission expires 3-14-81*

BOOK 22 PAGE 881

STATE OF ALABAMA  
1977 DEC -9 PM 9:24 Recording 900  
Index 100  
1000  
JUDGE OF PROBATE