

STATE OF ALABAMA

COUNTY OF Jefferson

ADDENDUM TO MORTGAGE

FROM

James H. Thompson and Mary S. Thompson, MORTGAGOR

TO

MORTGAGEAMERICA, INC., MORTGAGEE

THIS ADDENDUM SHALL MODIFY, AMEND AND ADD TO THAT
CERTAIN MORTGAGE BEING EXECUTED SIMULTANEOUSLY HEREWITH,
DATED October 1, 1981.

1. The debt secured hereby and this Mortgage
are subject to that one certain Promissory Note (the "Prior
Note") in the original principal sum of Twenty-Five Thousand
and no/100----- (\$ 25,000.00)
Dollars, dated November 6, 1974, executed by
Robert E. Schumaker and wife, Mildred A. Schumaker
payable to the order of Colonial Mortgage Company
, which is secured by a Mortgage
(the "Prior Mortgage") of even date therewith to
Colonial Mortgage Company
Mortgagee, filed in the Probate Records of Shelby
County, Alabama.

2. So long as Borrower(s) shall not be in
default under any of the terms and provisions of the Note
secured hereby or under the terms of this Mortgage, the
holder of the Note shall make payments as shown and when due
under the terms of the Prior Note and the Prior Mortgage.
Such obligation of the holder of the Note shall continue
until such time as the Note secured hereby shall have been
paid in full at which time such obligation shall cease and
terminate and Borrower(s) shall thereafter assume and punc-
tually cause to be paid any and all amounts then remaining
due to the holder of the Prior Note and Borrower(s) shall
punctually cause to be performed any and all obligations
contained in any instrument securing said Prior Note. At
such time as the Note secured hereby has been paid in full
according to its terms, this Mortgage and all other instru-
ments securing the Note shall be released both in fact and
of record.

3. Notwithstanding anything herein, or in the
Note secured hereby, to the contrary, Borrower(s) shall be
in default hereunder if Borrower(s) shall have failed to
perform or comply with any term, covenant or condition
hereunder or under the Prior Note or the Prior Mortgage and
such failure shall continue for a period of thirty (30) days.

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(except as to payment on the Note which shall require only ten (10) days notice) following written notice of such failure. In the event of any such default, the holder of the Note shall have the right to exercise each and any of the remedies provided in the Note, this Mortgage or by the laws of the state. Borrower(s) shall be liable for and shall pay any late charges incurred by Noteholder in making payments on the Prior Note if such charges are incurred as a result of late payments on the Note by Borrower(s).

4. Borrower(s) hereby covenant and agree with, and solely for the benefit of, the holder of the Note, that:

a. Borrower(s) will timely perform and observe the covenants and agreements on the part of the "Borrower" to be performed and/or observed under the terms of the Prior Note and the Prior Mortgage except for the payment of principal and interest under the Prior Note, during those periods when that is the obligation of the holder of the Note as provided herein, hereby acknowledging that the occurrence of any event which with notice or the passage of time or both constitutes a default thereunder shall be and constitute a default hereunder;

b. Borrower(s) will deliver to the holder of the Note copies of any and all notices, documents and instruments required to be delivered to, or which are received from, the holder of the Prior Note under the terms thereof or of the Prior Mortgage;

c. Borrower(s) will not alter, amend or otherwise modify the terms and provisions of the Prior Note or the Prior Mortgage, nor prepay sums due pursuant to the terms of the Prior Note without effecting full prepayment of the Note secured hereby;

d. Borrower(s) agrees to comply with all the terms and conditions of the Prior Mortgage, other than the payment of principal and interest and escrow for taxes and insurance due thereon which shall be the responsibility of Lender based upon principal, interest and tax and insurance escrow payments received from the Borrower(s) hereunder;

e. In the event Borrower(s) fails to comply with all of the provisions of the Prior Mortgage, as aforesaid, so as to result in a default thereunder, such failure shall constitute a default under this Mortgage herein.

5. To further secure payment of the Note, there is hereby granted a lien and security interest in and to (a) all tenant leases, (b) the rents payable thereunder, and (c) all personal property owned by the Borrower(s) now or hereafter located upon and/or used in connection with the operation of the real property covered by the lien hereof. Immediately upon the occurrence of any default hereunder or under the Note, the holder of the Note shall be entitled, without the necessity of any foreclosure hereunder, to collect directly from tenants all rents payable under said tenant leases. After payment of all expenses of collection, such rents so collected shall be applied against amounts owing under the Note in such manner as the holder of the Note may determine.

6. The holder of the Note shall always be deemed to have in the event of any default under the Prior Note or Prior Mortgage, the absolute right, but not the obligation, to take such steps or advance such money as shall be necessary to cure any such default. In the event any such action is taken, the Holder of the Note shall be subrogated to the rights of the holder of the Prior Note and any money so advanced shall be deemed an additional advance secured by this Mortgage.

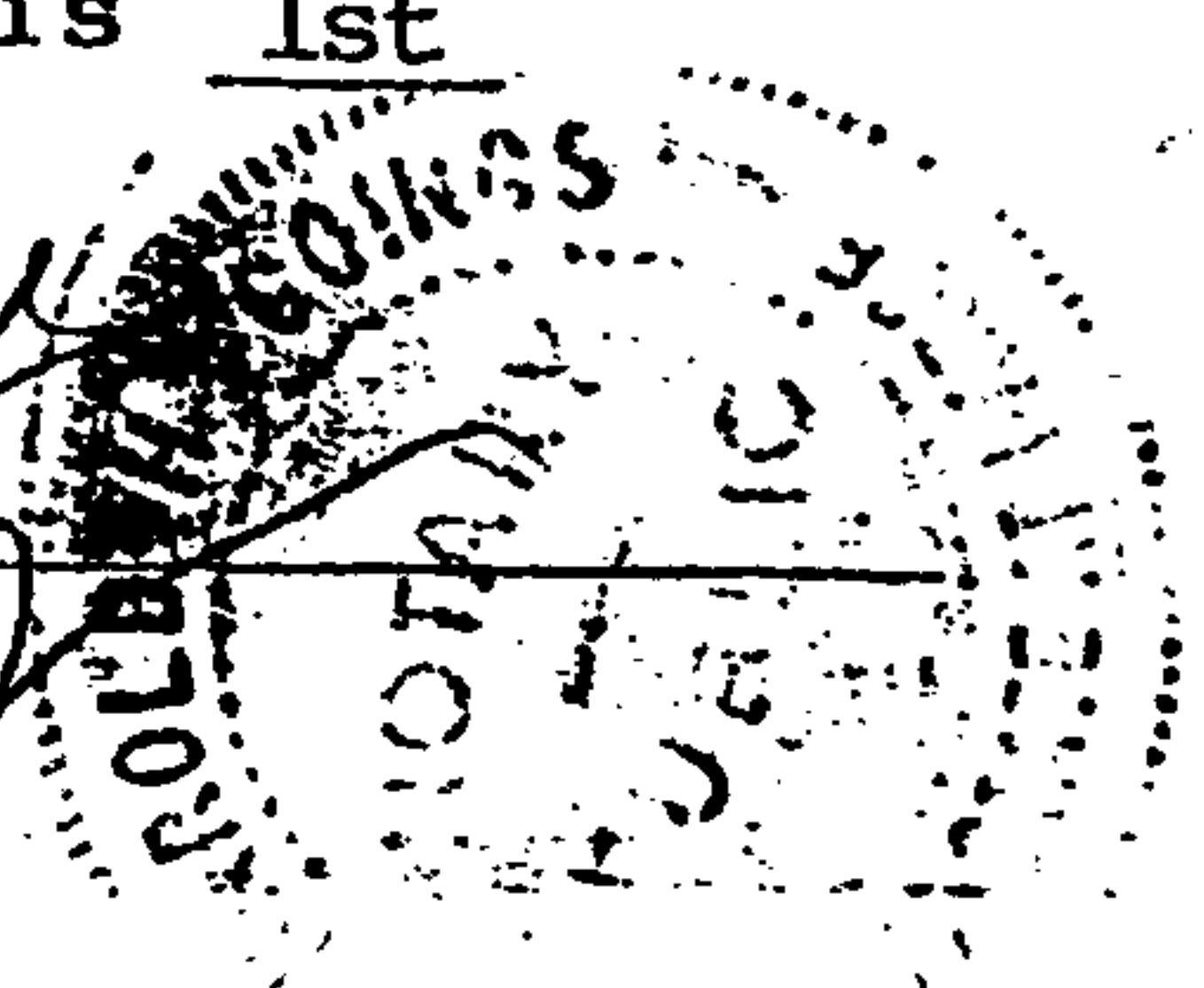
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STATE OF Alabama)
COUNTY OF Jefferson)

James H. Thompson (SEAL)
James H. Thompson
Mary S. Thompson (SEAL)
Mary S. Thompson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Thompson and wife, Mary S. Thompson, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st
day of October, 19 81.

Notary Public


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

1981 OCT 12 AM 8:46

Thomas A. Shawley, Jr.
JUDGE OF PROBATE

Rec. 450
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