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Amendment to Future Advance Mortgage

This Amendment to Future Advance Mortgage is made and entered into on the 27th day of January, 1984, by and between Houston D. Ingram, Jr., and wife, Charlotte Ingram (hereinafter referred to as "Mortgagors"), and AmSouth Bank N.A., formerly known as The First National Bank of Birmingham, a national banking association (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagors have previously executed and delivered to the Mortgagee a certain future advance mortgage dated June 4, 1979, and recorded in Mortgage Book 403, Page 534, in the Probate Office of Shelby County, Alabama (hereinafter referred to as the "Mortgage"); and

WHEREAS, the Mortgage incorrectly describes the real estate conveyed therein, and the Mortgagors and the Mortgagee desire to correct the third paragraph of the mortgage to accurately reflect the correct legal description for the real estate conveyed therein; and

WHEREAS, the Mortgagee has changed its name from The First National Bank of Birmingham to AmSouth Bank N.A. subsequent to the date the Mortgagor executed and delivered the Mortgage to the Mortgagee, and the Mortgagors and the Mortgagee desire that the Mortgage be corrected to reflect such name change.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagors and the Mortgagee agree as follows:

1. Any and all references in the Mortgage to "Mortgagee" or "party of the second part" shall be deemed to mean AmSouth Bank N.A., formerly known as The First National Bank of Birmingham.

2. The legal legal description set forth in the third paragraph of the Mortgage is hereby deleted in its entirety and replaced with the following:

Part of the Northeast quarter of the Southeast quarter of Section 31, Township 18 South, Range 1 West, situated in Shelby County, Alabama more particularly described as follows:

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Begin at the Northwest corner of said quarter-quarter section and run North 88° 20' East for a distance of 798 feet; thence run South 2° 45' East a distance of 647.5 feet to the point of beginning of the tract herein described; from the point of beginning thus obtained run South 87° 15' West for a distance of 266 feet; thence run South 2° 45' East a distance of 323.6 feet; thence run North 87° 15' East for a distance of 266 feet to a point on the West line of the tract described in deed to Nita Atha Templin, recorded in Deed Book 122, Page 469, in the Probate Office of Shelby County, Alabama; thence run North 2° 45' West along the West line of the said Templin tract for a distance of 323.6 feet to the point of beginning. Situated in Shelby County, Alabama.

3. Except as specifically amended hereby, the Mortgage shall remain unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have set their hands and seals and have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

Houston D. Ingram, Jr.
Houston D. Ingram, Jr.

Charlotte Ingram
Charlotte Ingram

AmSouth Bank N.A.

By: Joseph R. E. Hain

Its: Commercial Loan Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county, in said state, hereby certify that Houston D. Ingram, Jr. and wife, Charlotte Ingram, 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 24th day of January, 1983.

L. L. B. Kute
Notary Public

My commission expires:

DECEMBER 13, 1985

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county, in said state, hereby certify that Joseph R. O'Hara whose name as Commercial Loan Officer of AmSouth Bank N.A., a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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, the 27th day of January, 1983.

L. L. B. Kute
Notary Public

My commission expires:

DECEMBER 13, 1985

STATE OF ALABAMA, SHELBY CO.
COUNTY CLERK

1984 FEB -6 AM 9:42

Corrected

John A. Simpson, Jr.
CLERK OF THE COURT

Rec 4.50
Jud 1.00
5.50