

37

30,000.00

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Guy Elie Blaudeau, and wife Genevieve Blaudeau, became justly indebted to First Alabama Bank, ("Bank") under the terms of a negotiable note dated November 4, 1985:

and

WHEREAS, in order to secure the payment of said indebtedness and any renewal or extension of said indebtedness, Mortgagors granted to the Bank a Mortgage and Security Agreement on real estate situated in Jefferson County, Alabama, which Mortgage and Security Agreement was recorded in real 2821, page 534 in the Office of the Judge of Probate, Jefferson County, Alabama, and in real 048, page 463, in the Office of the Judge of Probate, Jefferson County, Alabama;

and

WHEREAS, said Mortgage and Security Agreement provided that it secured future advances made by the Bank to the Mortgagors including the advance contemplated hereby;

and

WHEREAS, the Mortgagors are contemporaneously amending the aforesaid negotiable note to provide for an increase of said indebtedness whereby the Bank will lend to the Mortgagors, from time to time, sums of money not exceeding to maximum principal indebtedness of \$240,000.00 as may be needed by the Mortgagors;

and

WHEREAS, the Bank is willing to make this advance;

NOW THEREFORE, in consideration of the premises and to induce the Bank to amend the note and make said advance to the Mortgagors, the Mortgagors and Bank agree that said Mortgage and Security Agreement is amended by increasing the amount of the indebtedness presently secured by said mortgage and Security Agreement from \$210,000.00 to \$240,000.00;

First Ala. Bank
P.O. Box 10247
Birmingham - AL 35282

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and said Mortgage and Security Agreement is further amended by striking the release agreement clause below the property description for Parcel II on page one thereof and substituting the following therefor: First Alabama Bank agrees to release Parcel II from our mortgage upon receipt of a \$48,000.00 principal reduction, thereby reducing the outstanding principal balance to \$192,000.00.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 5 day of February, 1986.

FIRST ALABAMA BANK

BY: C. P. [Signature]
Its: VICE PRESIDENT

ATTEST:

Betty G. [Signature]
Its: VICE PRESIDENT

GUY ELIE BLAUDEAU

BY: [Signature]
Guy Elie Blauveau

GENEVIEVE BLAUDEAU

BY: Genevieve Blauveau
Genevieve Blauveau

THE STATE OF ALABAMA

Jefferson County

I, Brenda Buck [Signature], a Notary Public in and for said County, in said State, hereby certify that Guy E. Blauveau and Genevieve Blauveau, 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 6th day of February, 1986.

Brenda Buck [Signature]
Notary Public

THE STATE OF ALABAMA

Jefferson County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles G. Allen & Betty G. Naler whose name as Vice President of the FIRST ALABAMA BANK, a corporation, 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, they 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 5th day of February, 1986.

Catherine L. Jones
Notary Public

my commission expires 8-9-87

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JEFFERSON COUNTY
STATE OF ALABAMA)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Guy Elie Blaudeau whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 5th day of February, 1986.

Catherine L. Jones
Notary Public

my commission expires 8-9-87

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

1986 FEB -7 AM 9:53

Thomas H. Jones, Jr.
JUDGE OF THE DATE

RECORDING FEES

Mortgage Tax	\$ <u>45.00</u>
Deed Tax	<u> </u>
Mineral Tax	<u> </u>
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>53.50</u>