

73

AMENDMENT TO REAL ESTATE MORTGAGE
AND SECURITY AGREEMENT

THIS AGREEMENT, made this 29th day of July, 1987, by and between FRANK A. MUS and his wife VELMA K. MUS (collectively, the "Mortgagors") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

R E C I T A L S:

143 143 640
Mortgagors have executed a Real Estate Mortgage and Security Agreement in favor of Mortgagee dated July 16, 1987, to secure the indebtedness of Famus Restaurants, Inc. to Mortgagee, including, without limitation, a promissory note in the principal sum of One Hundred Twenty-Three Thousand and No/100 Dollars (\$123,000.00), interest thereon and all other indebtedness of Famus Restaurants, Inc. to Mortgagee, including future advances (the "Mortgage"). The Mortgage encumbers the following described property, to-wit:

Lot 21 according to the survey of Heatherwood, Fourth Sector, as recorded in Map Book 9, Page 163 in the Probate Office of Shelby County, Alabama.

Famus Restaurants, Inc. has requested an additional loan from Mortgagee in the principal sum of Forty-Three Thousand and No/100 Dollars (\$43,000.00) to be evidenced by a promissory note dated July 29, 1987. Mortgagee is willing to make such loan provided that the Mortgage secures such promissory note, together with interest thereon, and any renewals and

extensions thereof. Frank A. Mus is the sole shareholder of Famus Restaurants, Inc. and a guarantor of such indebtedness and Velma K. Mus is the wife of Frank A. Mus.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, the parties hereto agree as follows:

1. The Mortgage is amended to provide that, in addition to the indebtedness presently secured thereby, the Mortgage shall secure the promissory note dated July 29, 1987, in the principal sum of Forty-Three Thousand and No/100 Dollars (\$43,000.00), interest thereon, and all extensions and renewals thereof (the "Additional Secured Indebtedness"), and the conveyance and security interest granted in the Mortgage shall not become null and void unless and until payment in full of the Additional Secured Indebtedness in addition to the indebtedness presently secured by the Mortgage.

2. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Mortgagors confirm that they have no defenses or offsets with respect to their obligations pursuant to the Mortgage, as herein amended.

IN WITNESS WHEREOF, the Mortgagors have set their hands and seals, and Mortgagee has caused this instrument to be executed by its duly authorized officer, all as of the day and year first above written.

Frank A. Mus
FRANK A. MUS

Velma K. Mus
VELMA K. MUS

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION

By: Stephen Smith
Its: Asst. Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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

Given under my hand and seal this the 29th day of July, 1987.

Jessie L. Lawzer
Notary Public

My Commission Expires: 8-7-88

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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

Given under my hand and seal this the 29th day of July, 1987.

Martha A. Ferguson
Notary Public

My Commission Expires: 9/25/88

BOOK 143 PAGE 643

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Stephen Smith whose name as Asst. Vice President of SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer and will full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and seal, this 29th day of July, 1987.

Jennie L. Sawyer
Notary Public

My Commission Expires: 8-7-88

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

1987 AUG -3 AM 11:48

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

This instrument was prepared by:
Dwight L. Mixson, Jr.
Burr & Forman
3000 SouthTrust Tower
Birmingham, Alabama 35203
(205) 251-3000

1. Dead Tax \$
2. Mtg. Tax 64.50
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 75.50