

State of Alabama

1653

County of Shelby

Amendment to Mortgage

THIS AGREEMENT, made this 26 day of July, 1989, by and between Carol L. Lane ("Mortgagor") and AmSouth Bank N.A., a national banking association ("Lender").

R E C I T A L S:

A. On January 20, 1989, Mortgagor executed and delivered to Lender a mortgage in the amount of \$50,000.00 which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 223, page 953 (the "Mortgage") as security for a loan by Lender to ANP, Inc. ("Borrower") in the principal sum of \$50,000.00.

B. Borrower has requested an additional loan in the principal sum of \$25,000.00 and Lender has agreed to make such loan provided the Mortgage is amended as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to make an additional loan to Borrower, the parties agree as follows:

1. The Mortgage is hereby amended by deleting the words and figures "fifty thousand & no/100 Dollars" and "\$50,000.00" wherever the same appear, and to insert in lieu thereof the words and figures "seventy-five thousand & no/100 Dollars" and "\$75,000.00".

2. The term "Note" or "Promissory Note" as used in the Mortgage shall refer to such instruments as the same have been modified by a Master Note of even date herewith, and as the same may hereafter be extended, renewed, or modified.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage as herein amended.

Calaha Title

BOOK 248 PAGE 786

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

Carol L. Lane

Carol L. Lane

ANP, Inc.

BY: Carol L. Lane  
Its President

AmSouth Bank N.A.

BY: Patricia F. Odom  
Its Vice President

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public, hereby certify that Carol L. Lane, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Give under my hand and seal of office this 26 day of July, 1989.

Jean L. Sanders  
Notary Public

BOOK 248 PAGE 787

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public, hereby certify that Carol L. Lane whose name as President of ANP, Inc., 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 26<sup>th</sup> day of July, 1989.

NOTARY PUBLIC  
STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS

Jean L. Berders  
Notary Public

State of Alabama 89 AUG -1 AM 8:27

County of Jefferson Thomas C. Henderson, Jr.  
JUDGE OF PROBATE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Patricia J. Olsen, whose name as Patricia J. Olsen of AmSouth Bank N.A., 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal of office this 26<sup>th</sup> day of July, 1989.

Jean L. Berders  
Notary Public

Prepared by: Connie Kiser  
AmSouth Bank N.A.  
P. O. Box 11007  
Birmingham, Alabama 35288

1. Deed Tax \$  
2. Mtg. Tax 37.50  
3. Recording Fee 7.50  
4. Indexing Fee 3.00  
TOTAL 48.00