

2124

STATE OF ALABAMA )

)  
Shelby COUNTY)

AMENDMENT TO FUTURE ADVANCE MORTGAGE  
AND CONSTRUCTION LOAN AGREEMENT

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE AND CONSTRUCTION LOAN AGREEMENT, is made and entered into on this the 15 day of August, 1990, by and between Howard M. Strickler and wife, Susan H. Strickler (the "Mortgagor"), and AmSouth Bank N.A. (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, on January 8, 1990, the Mortgagor executed and delivered to the Mortgagee that certain future advance mortgage recorded in Book 274, Page 250 of the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage") as security for that certain promissory note of even date therewith executed by the Mortgagor in favor of the Mortgagee in the principal amount of \$ 443,000.00 (the "Note"), the proceeds of which Note are to be disbursed in accordance with the terms and conditions of that certain construction loan agreement of even date therewith between the Mortgagor and the Mortgagee (the "Loan Agreement"); and

WHEREAS, the Note has been modified, by the execution of that certain promissory note dated August 15, 1990 executed by the Mortgagor in favor of the Mortgagee, to increase the principal amount thereof by \$ 103,000.00, from \$ 443,000.00 to \$ 546,000.00; and

WHEREAS, the Mortgagor and the Mortgagee wish to amend the Mortgage and the Loan Agreement in order to reflect the increase in the principal amount of the Note secured by the Mortgage.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree as follows:

1. The second paragraph on page 1 of the Mortgage is hereby amended to read as follows:

WHEREAS, the mortgagor is or may become justly indebted to the mortgagee in the principal sum of Five Hundred Forty Six Thousand and 00/100\*\*\*\*\* Dollars (\$ 546,000.00), as evidenced by a promissory note dated August 15, 1990, which note is payable on demand (but if demand is not sooner made, said note is due and payable in full not later than January 8, 1991), and bears interest as provided therein. (This is a FUTURE ADVANCE MORTGAGE, and the said indebtedness shall be advanced in accordance with a construction loan agreement dated January 8, 1990, the terms of which agreement are made a part of this mortgage.) In addition to the said principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or

BOOK 307 PAGE 393

hereafter owing by mortgagor to mortgagee.

2. The next-to-last sentence on page 2 of the Mortgage is hereby amended by deleting therefrom the figure \$ 443,000.00 and inserting in lieu thereof the figure \$ 546,000.00.

3. Subparagraph (a) in the third paragraph on page 1 of the Loan Agreement is hereby amended by deleting therefrom the figure \$443,000.00 and inserting in lieu thereof the figure \$ 546,000.00.

4. Except as specifically amended hereby, the Mortgage and the Loan Agreement, including, without limitation, the legal description, shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and date first above written.

Mortgagor

Howard M. Strickler  
Howard M. Strickler  
Susan H. Strickler  
Susan H. Strickler

AmSouth Bank N.A.

By: Rupnar H. Patel  
Its: Vice President

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that  
Howard M. Strickler and wife, Susan H. Strickler  
whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th  
day of August, 19 90.

Asa O. Albritton  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 15, 1990

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Raymond J. Reinhardson whose name as Vice President 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 20 day of August, 1990.

Lina M. McAdams Vickery  
Notary Public

This instrument prepared by:  
A. Lee Hardegree, III  
Associate Counsel  
AmSouth Bank N.A.  
P.O. Box 11007  
Birmingham, Alabama 35288

MY COMMISSION EXPIRES OCTOBER 17, 1992

BOOK 307 PAGE 395

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 AUG 29 AM 8:45

Thomas A. Henderson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Litter Fee	\$	150.50
3. Recording Fee	\$	7.50
4. Notary Fee	\$	3.00
5. Title Insurance	\$	
6. Other Fees	\$	1.00
Total	\$	166.00