

1045

State of Alabama)

Shelby County)

AMENDMENT TO MORTGAGE

This agreement made this 31 day of October, 1990, by and between George D. and Reba Howard ("mortgagors") and AmSouth Bank N.A., a national banking association ("Lender").

RECITALS

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A. On July 6, 1989, mortgagors executed and delivered to Lender a mortgage in the amount of \$75,000.00 which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Volume 246, Page 326 (the "mortgage") as security for a loan by Lender to Birmingham Truck & Trailer Sales, Inc. in the amount of \$75,000.00.

B. The mortgage listed George and Reba Howard as the mortgagors. George Howard and George D. Howard are the same person.

C. The mortgage did not show the marital status of the mortgagors. They are husband and wife.

D. Whereas, Birmingham Truck & Trailer Sales, Inc. has dissolved and a new company, Howard Truck Sales, Inc., has been formed. George D. Howard, one of the mortgagors, guarantees the account of Howard Truck Sales, Inc., and has requested that this mortgage secure his guaranty.

AGREEMENT

Now, therefore, in consideration of the recitals and to induce the Lender to allow the mortgage to secure George Howard's guaranty of Howard Truck Sales, Inc., the parties agree as follows:

1. The term "Note" or "Promissory Note" as used in the mortgage shall refer to such instruments as the same have been modified by that Master Note dated August 10, 1990, and as the same may hereafter be extended, renewed or modified.

2. The mortgage shall remain limited to \$75,000.00 although the loan to Howard Truck Sales, Inc., is in the amount of \$150,000.00.

AmSouth Bank
D.O. 4307-11007

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. 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 parties have caused this Amendment to be executed on the day and year first above written.

George D. Howard
George D. Howard
Reba Howard
Reba Howard

AmSouth Bank N.A.

By: Patti T. Odom
Its Vice President

State of Alabama)
Jefferson County)

I, the undersigned authority, a Notary Public, hereby certify that George D. Howard and Reba Howard, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 31 day of October, 1990.

Melanie Hurley Loggins
Notary Public

Notary Public, Alabama, Good Charge
My Commission Expires September 17, 1994

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State of Alabama)
Jefferson County)

I, the undersigned authority, a Notary Public, hereby certify that Patti F. Odom 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 said instrument, she, 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 31 day of October, 1990.

Melanie Hurley Hopkins
Notary Public

Prepared by: Connie Kiser
AmSouth Bank N.A.
P. O. Box 11007
Birmingham, AL 35288
for: Patti Odom
Metropolitan Commercial Loans

Notary Public, Alabama, State at Large
My Commission Expires September 17, 1994

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STATE OF ALA. SHERIFF L.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV 15 AM 8:25

JUDGE OF PROBATE

1. Deed Tax	-----	\$	-----
2. Mig. Tax	-----	\$	-----
3. Recording Fee	-----	\$	7.50
4. Indexing Fee	-----	\$	3.00
5. No Tax Fee	-----	\$	-----
6. Certified Fee	-----	\$	1.00
Total	-----	\$	11.50