

Prepared by and return to:
Collateral Department
AmSouth Bank N.A.
P. O. Box 11007
Birmingham, AL 35288

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE

This agreement, made this 24 day of May, 1991, by and between Arthur Serwitz and Joyce R. Serwitz, ("Mortgagors"), and AmSouth Bank N.A., a national banking association ("Lender")

RECITALS

A. The mortgagors executed a mortgage to AmSouth Bank N.A. on the 23rd day of May, 1986, which mortgage was recorded on May 29, 1986 in Book 073 at Page 890 in the Office of the Judge of Probate of Shelby County, Alabama, in the amount of \$300,000.00 as security for a loan from the Lender to Mortgagors.

B. The balance on the loan to the Mortgagors was \$244,059.41 prior to this amendment. The Mortgagors have requested an additional loan in the amount of \$85,940.59 and the Lender has agreed provided that the Mortgagors agree to amend the mortgage as provided hereinafter.

AGREEMENT

19

BOOK 351 PAGE 19
NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND TO INDUCE THE LENDER TO MAKE THE ADDITIONAL LOAN TO THE MORTGAGORS, THE PARTIES AGREE AS FOLLOWS:

1. The Mortgage is hereby amended by deleting the words and figures "Three Hundred Thirty Thousand Dollars" and "\$300,000.00" wherever the same may appear, and to insert in lieu thereof the words and figures "Three Hundred Eighty Five Thousand Nine Hundred Forty & 59/100 Dollars" and "\$385,940.59".

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 Note for Business and Commercial Loans dated May 24, 1991, 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. 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 written above.


Arthur Serwitz


Joyce R. Serwitz

AmSouth Bank N.A.

BY:


Its Vice President

AmSouth Bk

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Arthur Serwitz and Joyce R. Serwitz, 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 24th day of May, 1991.

Notary Must Affix Seal

Deborah Pappas Vandiver
Notary Public

My commission expires: 5-23-94

STATE OF ALABAMA)

JEFFERSON COUNTY)

BOOK 351 PAGE 20
I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael W. Gardner 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 national banking association.

Given under my hand and seal of office this 24th day of May, 1991.

Notary Must Affix Seal

Deborah Pappas Vandiver
Notary Public

My commission expires: 5-23-94

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

91 JUL -2 AM 8:52

William H. [Signature]
JUDGE OF PROBATE

1. Doc. Fee	124.00
2. Not. Fee	5.00
3. Recording Fee	3.00
4. Copying Fee	1.00
5. Not. at Fee	1.00
6. [unclear] Fee	1.00
Total	135.00