

2700

STATE OF ALABAMA
COUNTY OF SHELBY

AMENDMENT TO MORTGAGE

This agreement, made this 26th day of September, 1991, by and between EMC Investments Inc., an Alabama corporation ("Mortgagor") and AmSouth Bank N.A., a national banking association ("Lender").

RECITALS

- A. On March 9, 1989, Mortgagor executed and delivered to Lender a Junior Mortgage, in the amount of \$50,000, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 229, Pages 509-512 (the "Mortgage") as security for a loan by lender to Engineering Resource Group Inc. ("Borrower") in the original principal amount of \$50,000.00 and having a principal balance of \$31,854.34.
- B. Mortgagor has requested that Lender limit its recovery to 80% of the net proceeds from any sale of the mortgaged property, provided there are no subordinate liens.
- C. Lender has agreed to lend Borrower an additional \$125,000.00 under a Business Revolving Line of Credit secured by a new mortgage on the same property, also limited to 80% of the new proceeds, provided there are no subordinate liens.

AGREEMENT

Now, therefore, in consideration of the recitals and to induce Lender to lend additional money to Borrower, the parties agree that the Mortgage is hereby amended by adding the following clause at the end:

"Provided there are no subordinate liens, Mortgagee agrees to apply no more that 80% of the net proceeds from the sale of the Real Estate to the Debt. This in no way limits the bank's rights under the first Mortgage, nor does it limit the Borrower's liability for the debt."

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, Mortgagor confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage as herein amended.

BOOK 377 PAGE 936

P.O. Box 11007
Birmingham, AL
35200

In Witness whereof, the parties have caused this Agreement to be executed on the day and year first written above.

EMC Investments, Inc.

by

its

George A. Jackson
PRESIDENT

AmSouth Bank N.A.

by

its

Patricia F. Odom
Vice Pres.

STATE OF ALABAMA

COUNTY OF SHELBY

1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00

I, the undersigned authority, a Notary Public, hereby certify that George A. Jackson whose name as President of EMC Investments, 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, he 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 ^{2nd} 26th day of September, 1991.
December

I CERTIFY THIS
INSTRUMENT WAS FILED

91 DEC 16 PM 12:20 Notary Public

My Commission Expires 3/14/92

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a notary public, hereby certify that Patricia F. Odom whose name as Vice President of AmSouth Bank N.A. 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 ^{2nd} 26th day of September, 1991.
December

Hilda Sue Saxon
Notary Public

MY COMMISSION EXPIRES NOVEMBER 3, 1993

RETURN TO:

AmSouth Bank N.A.
Metro Loans - Collateral
P. O. Box 1100

BOOK 377 PAGE 937