

92-24515

Log #798

Shelby Co.

1642

This instrument prepared by:
S. B. Pickens
Southtrust Bank of AL. N. A.
P. O. Box 2233
Birmingham, AL 35201

AMENDMENT TO MORTGAGE

WHEREAS, the undersigned Mortgagors executed and delivered to the undersigned Mortgagee a certain Real Estate Mortgage and Security Agreement dated August 31, 1990 (the "Mortgage"), and the Mortgage was recorded in Real Book 315, page(s) 07, in the office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, Mortgagors and Mortgagee hereby agree that the Mortgage is amended in the following respects:

Increasing amount of mortgage from \$32,860.85 to \$48,789.12.

Original mortgage dated August 31, 1990 recorded in Real Book 315, page 07, was amended to increase the mortgage amount to \$32,860.85 in Real Volume 365, page 443.

Subject to that certain mortgage dated December 01, 1989 in the original amount of \$267,000.00 from Samuel Patterson Pettagrue and wife, Beverly S. Pettagrue to Southtrust Mortgage Corporation in Real Volume 268, page 768.

Subject to easements, rights-of-way, restrictions and covenants of record.

Lot 21, according to the Survey of The Shires, Phase II, as recorded in Map Book 13, page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

FILE ALL PAPERS IN SHELBY COUNTY, ALABAMA.

The promissory note is an Adjustable Rate Note. The rate of interest under the note may increase or decrease based on movements of an index rate described in the Note. A copy of which is attached hereto as exhibit A.

BOOK 390 PAGE 613

Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

Dated this 10th day of January, 1992.

MORTGAGORS:

Samuel Patterson Pettagrue
Samuel Patterson Pettagrue
Beverly S. Pettagrue
Beverly S. Pettagrue

MORTGAGEE:

SOUTHTRUST BANK OF Alabama, N. A.

By Anthony Cashio
 Its Vice President

STATE OF ALABAMA)

Jefferson)

COUNTY)

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel Patterson Pettagrue and Beverly S. Pettagrue 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 Jan. 10, 1992.

(Notarial Seal)

Rhonda P. Simon

Notary Public

My Commission expires May 30, 1994

STATE OF ALABAMA)

COUNTY)

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name _____ signed to the foregoing instrument and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____, 19____.

(Notarial Seal)

Notary Public

STATE OF ALABAMA)

COUNTY)

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____ a corporation, 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 corporation.

Given under my hand and official seal this _____, 19____.

(SEAL)

Notary Public

Exhibit 'A'

ADJUSTABLE RATE NOTE

(Interest Rate Limits)

This Note contains provisions allowing for changes in the interest rate. Increases in the interest rate will result in larger monthly payments. Decreases in the interest rate may result in smaller monthly payments, but not smaller than the amount of the initial monthly payment.

Birmingham, Alabama
January 10, 19 92

Lot 21 The Shires Leeds, AL 35094

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$48,789.12 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Southtrust Bank of Alabama, N. A. I understand that the Lender may transfer this Note.

Interest will be charged on that part of principal which has not been paid, beginning on the date I receive principal and continuing until the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a yearly rate of 7.67%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

2. DEFINITIONS

When used in this Note, the terms set out below shall mean:

"Change Date" means each date, as described in Section 4(A), on which the interest rate may change under this Note.

"Current Index" means the index as of the first business day of the month immediately preceding each Change Date.

"Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The Index upon which my initial rate of interest has been calculated is 4.17%. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

"Initial monthly payment" means the amount specified in Section 3(B).

"Initial rate of interest" means the rate specified in Section 1.

"Margin" means 3.50%.

"Maturity Date" means February 01, 2007, 19.

"Mortgage" means the security agreement and/or real estate mortgage described in Section 11.

"Note Holder" means the Lender, or anyone who takes this Note by transfer and is entitled to receive payments under this Note.

"new interest rate" means the rate of interest calculated to be effective on a Change Date.

"new monthly payment" means the monthly payment required, based on the new interest rate and the term remaining until the Maturity Date, to repay in substantially equal monthly payments the outstanding principal and interest. It will not be less than the initial monthly payment.

"prepayment" means a payment of principal only.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments on the first day of each month beginning on March 01, 19 92. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

I will make my monthly payments at 420 North 20th Street Birmingham or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments; Limits on Decreases

My initial monthly payment will be in the amount of U.S. \$ 457.01. This amount will change if the interest rate that I must pay changes. The Note Holder will determine my new interest rate and my new monthly payment in accordance with Section 4 of this Note. The new monthly payment calculated under Section 4 will not be less than the initial monthly payment.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Interest Rate Change Dates

The rate of interest I will pay may change eleven months after the date the first monthly payment is due under this Note, and may also change every twelve months thereafter.

(B) The Index

Any changes in the rate of interest will be based on changes in the Index.

(C) Calculation of Changes

Interest Rate — Before each Change Date, the Note Holder will calculate my new interest rate by adding the Margin to the Current Index.

Monthly Payment — After calculating the new interest rate, the Note Holder will calculate the new monthly payment. It will be based upon the amount of principal outstanding, the remaining term until the Maturity Date and the new interest rate.

(D) Limits on Interest Rate Changes

The rate of interest I am required to pay will not increase or decrease on any Change Date by more than 2%. My interest rate will never be greater than 13.67%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change.

BOOK 390 PAGE 615

BOOK 390 PAGE 616

5. BORROWER'S RIGHT TO PREPAY

I have the right to make prepayments at any time. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase, and my monthly payment amount will never be less than the initial monthly amount set forth above in Section 3(B).

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, but not more than \$100. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment on time, I will be in default. I will also be in default if the mortgagors or grantors named in the Mortgage described in Section 11 of this Note fail to keep any of the promises made in the Mortgage.

(C) Requirement that I Pay Entire Unpaid Balance Upon Default

If I am in default, the Note Holder may require me to pay immediately the full amount of the principal which has not been paid, all interest that I owe on the principal, and all unpaid late charges, if any. The Note Holder will not be required to make any demand on me or to give me any notice of its election to require me to pay immediately in full.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described in paragraph (C) above, the Note Holder will have the right to be paid back for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method of giving notice, any notice that must be given to me under this Note or under applicable law may be given by delivering it or by mailing it by first-class mail addressed to me at the Mailing Address below or at a different address if I give the Note Holder a written notice of my different address.

If more than one person signs below as Borrower, a single notice addressed to them or to any of them and mailed or delivered to any of them will be sufficient. Each Borrower hereby appoints the others as his or her agent to receive all such notices and each Borrower agrees that such appointment shall remain effective until the Note Holder receives a written notice of termination.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or mailing it first-class mail to the Note Holder at the address stated in Section 3(A) on the reverse side or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note as Borrower, the words "I," "me," and "my" as used in this Note mean each such person and also all of them, and each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over my obligations under this Note or any other person who takes over the obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note. (Assumption of obligations under this Note in connection with certain sales or transfers of an interest in, or transfers of possession of, the property described in the Mortgage which secures this Note may be prohibited by the terms of the Mortgage unless the Note Holder first consents in writing.) The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive demand, presentment, dishonor and notice of dishonor, and waive exemption of personal property from levy and execution for the satisfaction of any amount owed under this Note, except that no limitation on the garnishment of wages provided by applicable law is waived hereby.

11. THIS NOTE IS SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, the Note Holder is also entitled to the benefit and protection of that certain security agreement and/or that certain real estate mortgage dated the same date as this Note. The Mortgage contains provisions under which I may be required to make immediate payment in full of all amounts I owe under this Note. One such provision of the Mortgage permits the Note Holder to require me to pay the outstanding principal and unpaid interest and late charges, if any, immediately if I sell or transfer an interest in, or transfer possession of, the property described in the Mortgage without the Note Holder's consent, except certain permitted transfers described in the Mortgage.

12. GOVERNING LAW

This Note shall be governed and enforced in accordance with the applicable laws of the United States and the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the undersigned has executed this Note as Borrower and has affixed his or her seal to this Note on the date set forth on the reverse side.

CAUTION — It is important that you thoroughly read the contract before you sign it.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

Mailing Address of Borrower:

Lot 21 The Shires

Leeds, AL 35094

Account #1010123703

92 FEB 24 AM 9:14

JUDGE OF PROBATE

Borrower Samuel Patterson Pettagruce (Seal)

Borrower Beverly S. Pettagruce (Seal)

1. Deed Tax \$
2. Mtg. Tax \$24.00
3. Recording Fee \$12.00
4. Indexing Fee \$3.00
5. No Tax Fee \$
6. Certified Fee \$7.00