

1516

AMENDMENT TO MORTGAGE

STATE OF ALABAMA)
 :
SHELBY COUNTY)

This instrument prepared by,
and after recordation
should be returned to:

/ Kenneth T. Wyatt
Bradley, Arant, Rose & White
1400 Park Place Tower
2001 Park Place
Birmingham, Alabama 35203
(205) 521-8000

This Amendment to Mortgage entered into as of the 1st day of February, 1992, by and between Gary L. Huddleston and wife Karen W. Huddleston ("Mortgagors"), and Tim B Wyatt and wife Kathleen A. Wyatt ("Mortgagees"), whose address is 1026 River Oaks Drive, Cropwell, Alabama 35054.

WHEREAS, pursuant to that certain Mortgage dated the 1st day of February, 1988, as recorded in the real estate records of the Office of the Judge of Probate of Shelby County, Alabama at Book 176, Pages 988 and 989 (the "Mortgage"), Mortgagors granted, bargained, sold and conveyed unto Mortgagees certain real property, to wit:

Lot 8, according to the survey of Meadow Brook, 13th Sector, as recorded in Map Book 9, Page 34 in the office of the Judge of Probate of Shelby County, Alabama,

which has the address of 5117 Stratford Road, Birmingham, Alabama 35243.

as security for payment of that certain promissory note in the original principal amount of \$70,000.00 dated February 1, 1988 (the "Original Note") made by Mortgagors and payable to the order of Mortgagees; and

WHEREAS, Mortgagors have requested that Mortgagees make available to Mortgagors, in addition to the sums previously advanced, an additional term loan in the amount of \$20,000.00, to run concurrently with the term of the Original Note; and

WHEREAS, Mortgagors have requested that Mortgagees accept a new promissory note in the original principal amount of \$87,705.02, given in substitution and replacement for the Original Note and also to evidence the additional \$20,000.00 loan made to Mortgagors by Mortgagees. Mortgagees are willing to do so, but only upon the express condition, among others, that Mortgagors execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of Mortgagees' agreement to make an additional \$20,000 loan to Mortgagors, and in order to induce Mortgagees to do so, Mortgagors and Mortgagees do hereby agree as follows:

BOOK 395 PAGE 688

BOOK 395 PAGE 689

1. The first two paragraphs of the Mortgage are hereby amended to read in their entirety as follows:

Know All Men By These Presents, that whereas the undersigned Gary L. Huddleston and wife Karen W. Huddleston have become justly indebted to Tim B Wyatt in the sum of Eight Seven Thousand Seven Hundred Five and 02/100 Dollars (\$87,705.02) evidenced by that certain promissory note dated as of February 1, 1992, made by Gary L. Huddleston and wife Karen W. Huddleston, and payable to the order of Tim B Wyatt, which note is given in substitution and replacement for that certain promissory note in the original principal amount of \$70,000, dated February 1, 1988 and also to evidence an additional \$20,000.00 loan made to Mortgagors by Mortgagee, and whereas it is desired by the undersigned to secure the prompt payment of said promissory note with interest when the same falls due, and any note or notes given in substitution or replacement for, and in renewal or extension of, said note;

Now, Therefore, in consideration of said indebtedness, and to secure the prompt payment of said promissory note and any note or notes given in substitution or replacement for, and in renewal or extension of, said promissory note, the undersigned Gary L. Huddleston and wife Karen W. Huddleston do hereby grant, bargain, sell and convey unto Tim B Wyatt (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to wit:

2. Except as expressly amended or modified herein, the Mortgage shall remain in full force and effect as originally executed prior to the date hereof, and the Mortgage is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 1st day of February, 1992.

Gary L. Huddleston
Gary L. Huddleston

Karen W. Huddleston
Karen W. Huddleston

Tim B Wyatt
Tim B Wyatt

Kathy A. Wyatt
Kathy A. Wyatt

CERTIFICATE OF MORTGAGEE

The undersigned hereby certifies that the foregoing instrument is filed to evidence an increase in the maximum amount of indebtedness secured by the Mortgage from \$70,000 to \$90,000. The privilege recording taxes on the sum of \$70,000 have previously been paid as evidenced by an instrument previously filed and recorded in the real estate records of the Office of the Judge of Probate of Shelby County, Alabama at Book 176, Pages 988 and 989.


Tim B Wyatt

BOOK 395 PAGE 690

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, hereby certify that Gary L. Huddleston, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

1992. Given under my hand and seal of office this 4 day of March, A.D.

Mary Jo Deal
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MY COMMISSION EXPIRES DECEMBER 11, 1994

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, hereby certify that Karen W. Huddleston, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

1992. Given under my hand and seal of office this 4 day of Mar, A.D.

Mary Jo Deal
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MY COMMISSION EXPIRES DECEMBER 11, 1994

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

92 MAR 18 PH 7:07

JUDGE OF PROBATE

1. Deed Tax	\$	30.00
2. Mfr. Tax	\$	70.00
3. Recording Fee	\$	3.00
4. Luncap. Tax	\$	1.00
5. Mfr. Tax Fee	\$	1.00
6. Notary Fee	\$	4.00
Total	\$	44.00