

Return to:

This instrument prepared by:
John E. Hagefstration, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)
:
SHELBY COUNTY)

**THIRD AMENDMENT TO
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

This Third Amendment to Real Estate Mortgage and Security Agreement (the "Amendment to Mortgage") made and entered into on this the 24th day of March, 1992 by and between CONSTANTINE L. ATHANASULEUS and wife, CHRISTINA J. ATHANASULEUS (collectively, the "Mortgagor") whose address is 2826 Berkeley Drive, Birmingham, Alabama and FIRST COMMERCIAL BANK, an Alabama banking corporation (the "Mortgagee"), whose address is P. O. Box 11746, Birmingham, Alabama 35202-1746.

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Real Estate Mortgage and Security Agreement dated June 8, 1989 (the "Mortgage") which was recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 242, Page 566 as security for the payment of a construction loan (the "Loan") in the principal amount of up to \$1,000,000.00; and

WHEREAS, pursuant to that certain Amendment to Real Estate Mortgage and Security Agreement dated May 23, 1991 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 293, Page 349, the Mortgage was amended to provide that it secured an increase in the principal amount of the Loan from \$1,000,000 to \$1,125,000; and

WHEREAS, pursuant to that certain Amendment to Real Estate Mortgage and Security Agreement dated October 3, 1991 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 369, Page 253, the Mortgage was amended to provide that it secured an increase in the principal amount of the Loan from \$1,125,000 to \$1,300,000; and

WHEREAS, Mortgagor and Mortgagee desire, among other things, to further increase the amount of the Loan from \$1,300,000.00 to \$2,000,000.00 and to amend the Mortgage to reflect this change.

NOW, THEREFORE, in consideration of the premises and the undertakings and agreements of the parties hereto as hereinafter set forth and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Mortgagor and Mortgagee hereby mutually stipulate and agree that the Mortgage is amended in the following respects:


1. Pursuant to the terms and conditions of that certain Construction Loan Agreement between said parties dated June 8, 1989, as amended on May 23, 1990, as amended on October 3, 1991 and as further amended of even date herewith, the maximum amount of the Loan was increased from \$1,300,000 to \$2,000,000. Accordingly, the total indebtedness secured by the Mortgage, as amended hereby, is increased from \$1,300,000 to \$2,000,000.

2. Mortgagor and Mortgagee hereby ratify and affirm all of the provisions set forth in the Mortgage, which shall, except as hereby amended, remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this instrument on the date first above written.

MORTGAGOR:


Constantine L. Athanasuleus


Christina J. Athanasuleus

399 PAGE 608

MORTGAGEE:
FIRST COMMERCIAL BANK

By: William H. J. [Signature]
Its: Assistant Vice President

399 PAGE 609
ACX

STATE OF ALABAMA)
:)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that Constantine L. Athanasuleus and wife, Christina J. Athanasuleus, 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 24 day of March, 1992.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 11-13-94

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that William H. Pitts, whose name as Asst. Vice Pres. of First Commercial Bank, an Alabama banking 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 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 this 24 day of March, 1992.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 11-13-94

399 PAGE 610