

STATE OF ALABAMA)
SHELBY COUNTY)

4150.00
12.50 - R.F.U.
15.00

MODIFICATION OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, ON THE 6TH DAY of January 6, 1993, the undersigned Tommy F. Waddell, a married man, Scott P. Waddell, a married man, and Mark A. Waddell, a married man, (collectively, "MORTGAGOR"), executed two mortgages to Union State Bank, Birmingham, Alabama, ("BANK"), which Mortgages are recorded in Mortgage Book Volume 248, Page 142, and Mortgage Book Volume 389, Page 528, Office of the Judge of Probate, Shelby County, Alabama, (the "MORTGAGES"); and

WHEREAS, the mortgages secured Notes in the Original principal amounts of ONE HUNDRED SEVENTY THOUSAND AND NO/100-----(\$170,000.00), and THIRTY THOUSAND AND NO/100-----(\$30,000.00), (the "ORIGINAL NOTES") dated July 25, 1989, and February 13, 1992, respectively; and

WHEREAS, contemporaneously with the execution of this document, Mortgagor has executed replacement notes in the sum of TWO HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED EIGHTY FIVE AND 40/100-----(\$265,985.40), and THIRTY FOUR THOUSAND FOURTEEN AND 60/100-----(\$35,014.60), and

NOW THEREFORE, In consideration of the indebtedness evidenced by the Replacement notes delivered by Mortgagor to Bank bearing even date herewith, and Bank's acceptance of such Replacement Note, the parties agree as follows:

1. The principal sum as set forth in the Mortgages is now THREE HUNDRED THOUSAND AND NO/100-----(\$300,000.00) instead of TWO HUNDRED THOUSAND AND NO/100-----(\$200,000.00) as set forth in Mortgages originally recorded and the notes as referred to in the Mortgages are now the Replacement Notes bearing even date therewith as such replacement note may be modified or extended.

1993-02459
01/26/1993-02459
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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 162.50

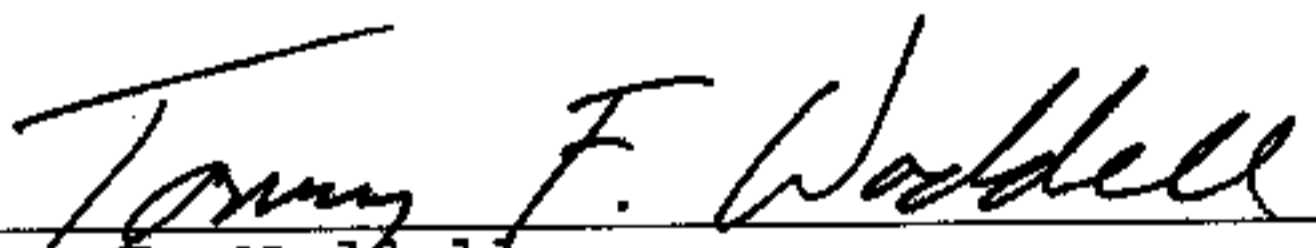
2. The legal description as set forth in the Mortgages is now amended to include the following parcel:

Commence at the SE Corner of the NE 1/4 of the NE 1/4, Section 25, Township 20 South, Range 3 West and run west along southern line of said 1/4-1/4 Section 484.42 feet; thence right 91 deg. 32 min. 11 sec. and run 139.4 feet to the Point of Beginning; thence continue along last described course 100.00 feet; thence right 88 deg. 27 min. 49 sec. and run 125.0 feet; thence left 74 deg. 27 min. 06 sec. and run 179.08 feet; thence right 68 deg. 08 min. 15 sec. and run 71.76 feet; thence right 30 deg. 46 min. 31 sec. and run 55.67 feet; thence right 30 deg. 13 min. 43 sec. and run 57.06 feet; thence right 35 deg. 18 min. 32 sec. and run 105.05 feet; thence right 90 deg. and run 20.0 feet; thence left 90 deg. and run 105.73 feet; thence right 90 deg. and run 310.68 feet to the Point of Beginning; being situated in Shelby County, Alabama.


3. By execution of this document, Mortgagor reaffirms as of this date, all warranties of title contained in the Mortgages.

4. In all other respects, the Mortgage as originally written shall remain intact and unchanged.

IN WITNESS WHEREOF, THE UNDERSIGNED, Tommy F. Waddell, a married man, Scott P. Waddell, a married man, and Mark A. Waddell, a married man (Property does not constitute any portion of the mortgagors homestead), hereunto set their hand and seal this 6th day of January, 1993.


Tommy F. Waddell


Scott P. Waddell


Mark A. Waddell

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy F. Waddell, a married man, Scott P. Waddell, a married man, and Mark A. Waddell, a married man, are signed to the foregoing Modification of Mortgage, and who is known to me, acknowledged before me on this date 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 this 6th day of January, 1993.

Mary E. B...

Notary Public

My commission expires: **MY COMMISSION EXPIRES**
3-24-96

Inst # 1993-02459

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