

01/29/1993-02840
AMENDMENT TO MORTGAGE 02:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 20.00

THIS AMENDMENT amends that certain Mortgage Securing Guaranty (hereinafter "Mortgage") executed on September 1, 1992 by EDWARD F. JUROVICH, and wife GERALDINE JUROVICH, FRED NELSON, JR. and wife GLORIA NELSON, and FRANK A. DICKINSON, an unmarried man (hereinafter "Mortgagors"), in favor of AMSOUTH BANK N. A. (hereinafter "Bank").

WHEREAS, the Mortgage was recorded on September 4, 1992 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1992-19166.

WHEREAS, the Mortgage was recorded on September 22, 1992 in the Office of the Judge of Probate of St Clair County (Pell City Division), Alabama in Mortgage Volume 0342 at page 0036 et seq.

WHEREAS, the Mortgage contains two scrivener's errors which need to be corrected.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the terms and conditions contained herein, and other good and valuable consideration in hand paid, the Mortgagors hereby amend the Mortgage as follows:

- 1). To substitute the date "September 1, 1992" for the date "August ___ 1992" in the third paragraph of the first page of the Mortgage [the date on which the Guaranty Agreements were executed].
- 2) To substitute the term "northerly" for the term "southerly" in the legal description of Parcel B, Tract III, on Exhibit "A" to the Mortgage, so that the description of Tract III on such Exhibit "A" now reads as follows, to wit:

TRACT III:

Lot 29, according to Dunrovin A. Lakeside Subdivision map as recorded in Map Book 1962, Page 50, in the Probate Office, St. Clair County, at Pell City, Alabama, being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4, Section 9 and Northwest 1/4 of

Engel, Hariston

Northwest 1/4 of Section 10, Township 17 South, Range 4 East, St. Clair County, Alabama, according to the Survey and Map of J.S. Pilkington, Register No. 1304 dated June 28, 1963

Parcel B:

Commence at the Northeast corner of Lot 28, Dunrovin A. Lakeside Subdivision, as recorded in Plat Book 1962, page 50 in the Office of the Judge of Probate, located in Pell City, St Clair County, Alabama; thence Southeasterly and along the easterly line of said Lot 28 a distance of 135.00 feet; thence 147 degrees 47 minutes right and northwesterly a distance of 56.08 feet; thence 32 degrees 13 minutes right and northwesterly and parallel to the easterly line of said Lot 28 a distance of 70 feet, more or less, to the northerly line of said Lot 28; thence northeasterly a distance of 35 feet, more or less, to the point of beginning of the tract of land herein described; being situated in St Clair County, Alabama

Less and except the following parcel of land:

Commence at the Southwest corner of Lot 29, Dunrovin A. Lakeside Subdivision, as recorded in Plat Book 1962, Page 50 in the Office of the Judge of Probate, Pell City; thence Northwesterly and along the westerly line of said Lot 29, a distance of 135.00 feet; thence 147 degrees 47 minutes right and Southeasterly a distance of 56.18 feet; thence 32 degrees 13 minutes right and southeasterly and parallel with the Westerly line of said Lot 29, a distance of 90.00 feet, more or less, to the Southerly line of said Lot 29; thence 94 degrees 41 minutes right and Southwesterly, a distance of 30.00 feet, more or less to the point of beginning of said exception.

3). Mortgagors hereby grant, sell and convey unto Bank the property described above, subject to the terms of the Mortgage.

4). Mortgagors repeat, reaffirm and remake all of the covenants, representations, and warranties contained in the Mortgage as if fully set forth herein.

5). All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and

restated. This Amendment amends the Mortgage and is not an novation thereof.

6) Mortgagors further authorizes and direct Bank to amend and correct, and by this amendment does amend and correct all of the documents executed in connection with the Mortgage in accordance with the terms hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28 day of Dec., 1992

Edward F. Jurovich L.S.
Edward F. Jurovich

Geraldine Jurovich L.S.
Geraldine Jurovich

Fred Nelson, Jr. L.S.
Fred Nelson, Jr.

Gloria Nelson L.S.
Gloria Nelson

Frank A. Dickinson L.S.
Frank A. Dickinson

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGEMENT FOR EDWARD F. JUROVICH

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that EDWARD F. JUROVICH, whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28 day of December, 1992

Lillian A. Skinner
NOTARY PUBLIC
My Commission Expires: 7/1/96

[ACKNOWLEDGEMENTS CONTINUED ON NEXT TWO PAGES]

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGEMENT FOR GERALDINE JUROVICH

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GERALDINE JUROVICH, whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Dec. Given under my hand and official seal, this the 28 day of Dec., 1992

Shirley A. Skinner
NOTARY PUBLIC
My Commission Expires: 7/1/96

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGEMENT FOR FRED NELSON, JR.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that FRED NELSON JR., whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Dec. Given under my hand and official seal, this the 28 day of Dec., 1992

Shirley A. Skinner
NOTARY PUBLIC
My Commission Expires: 7/1/96

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGEMENT FOR GLORIA NELSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GLORIA NELSON, whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Dec. Given under my hand and official seal, this the 28 day of Dec., 1992

Shirley A. Skinner
NOTARY PUBLIC
My Commission Expires: 7/1/96

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGEMENT FOR FRANK A. DICKINSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that FRANK A. DICKINSON, whose name 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 this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28 day of Dec, 1992

William A. Skinner
NOTARY PUBLIC
My Commission Expires: 7/1/96

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

AMEND.mtg 11/9/92 11:46am

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