

*This instrument prepared by:*

Gary W. Farris

Burr & Forman

420 North 20th Street

Suite 3000

Birmingham, Alabama 35203

Inst # 1994-30614

10/07/1994-30614  
10:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 187.50

### FIRST AMENDMENT TO MORTGAGE

**THIS FIRST AMENDMENT TO MORTGAGE** dated the 28th day of September, 1994, by **DONALD N. GUTHRIE** and **NANCY P. GUTHRIE** (jointly referred to herein as "Mortgagors") in favor of **BEAL BANC, S.A.**, a savings association formerly known as Beal Savings Banc, A Savings Association ("Lender").

### R E C I T A L S:

The Mortgagors have heretofore executed a Mortgage dated January 30, 1989, executed in favor of Jefferson Federal Savings and Loan Association ("Jefferson Federal"), as recorded in Book 224, Page 852, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). Pursuant to a Transfer and Assignment of Mortgage dated September 29, 1992, recorded as Instrument No. 1992-30211 in the said Office of the Judge of Probate, the Resolution Trust Corporation, as receiver for Jefferson Federal, transferred and assigned the the Mortgage to Lender.

The Mortgage secures a promissory note dated January 30, 1989, payable by Mortgagors in the stated principal amount of \$135,000.00 (the "Note"). Mortgagors have entered into an agreement with Lender contemporaneously herewith, whereby the Note is renew and amended. Mortgagors have entered into this Amendment to affirm that the Mortgage continues to secure the Note, as so amended.

### A G R E E M E N T

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors agree with and represent and warrant to Lender as follows:

The Mortgage is hereby amended to provide that it secures the prompt payment of the the Note as amended and renewed pursuant to that certain Modification and Extension

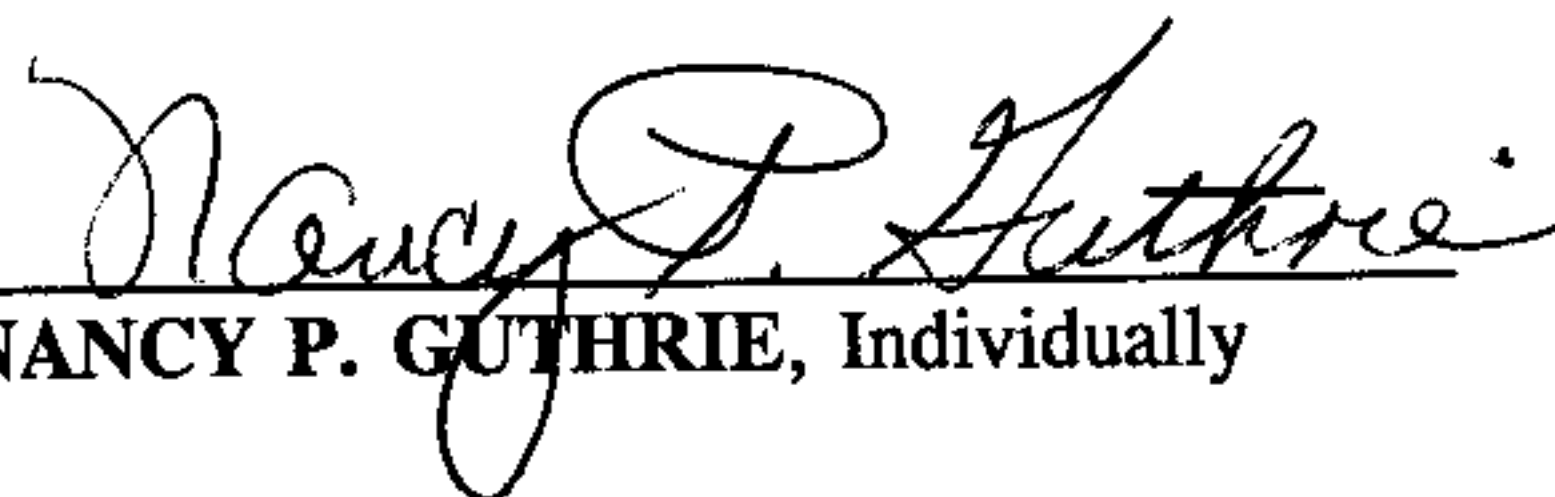
Agreement dated as of September 28, 1994, and as the Note may hereafter be amended, modified, increased, renewed, or extended, and all other indebtedness now or hereafter owed by either of the Mortgagors to Lender, whether primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and further secures the performance of the covenants, conditions, and agreements set forth in the Mortgage.

The Mortgage, as amended hereby, remains in full force and effect and is fully enforceable in accordance with its terms. This Amendment is not intended to be, and in fact does not constitute, a novation, payment, or satisfaction of any portion of the indebtedness secured by the Mortgage and nothing in this Amendment shall be interpreted or construed to alter or impair the priority of the lien and security interest of the Mortgage as it existed prior to the execution, delivery, and/or recordation of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment on the date first above written.



DONALD N. GUTHRIE, Individually



NANCY P. GUTHRIE, Individually

**ACKNOWLEDGEMENTS**

**STATE OF ALABAMA** )

**JEFFERSON COUNTY** )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Donald N. Guthrie and his wife, Nancy P. Guthrie, whose names are signed to the foregoing First Amendment to Mortgage, and who are known to me, acknowledged before me on this day that being informed of the contents of the First Amendment to Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of September, 1994.

[SEAL]

Angela R. Phillips  
Notary Public  
My Commission Expires: 8-23-95

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