

68,000.00
Prepared by: Beverly Welch
Highland Bank
P. O. Box 55338
Birmingham, AL 35255-5338

State of Alabama
County of Jefferson

Amendment to Mortgage

THIS AGREEMENT, made this 29TH day of DECEMBER, 1994, by and between HENRY E. TRIMM ("Borrower") and Highland Bank, a state banking corporation ("Lender").

R E C I T A L S:

A. On APRIL 5, 1994, HENRY E. TRIMM AND WIFE DIANE I TRIMM executed and delivered to Lender a mortgage in the amount of \$ 265,000.00 which mortgage is recorded in the Office of the Judge of Probate of SHELBY County, Alabama in Real Volume 1994 page 12501 (the "Mortgage") as security for a loan by Lender to Borrower in the principal sum of \$ 265,000.00.

B. Borrower has requested and Lender has agreed to increase the original loan to \$ 333,000.00 provided the Mortgage is amended as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to make an additional loan to Borrower, the parties agree as follows:

1. The Mortgage is hereby amended by deleting the words and figures "TWO HUNDRED SIXTY FIVE THOUSAND AND 00/100 DOLLARS" and "\$ 265,000.00" wherever the same appear, and to insert in lieu thereof the words and figures "THREE HUNDRED THIRTY THREE THOUSAND AND 00/100 DOLLARS" and "\$ 333,000.00".

2. The term "Note" or "Promissory Note" as used in the Mortgage shall refer to such instruments as the same have been modified by a Master Note of even date herewith, and as the same may hereafter be extended, renewed, or modified.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage as herein amended.

01/11/1995-00968
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 113.00

Inst # 1995-00968

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this day and year first written above.

Henry E. Trimm
HENRY E. TRIMM

Diane I. Trimm
DIANE I. TRIMM

HIGHLAND BANK

By: Gary Shamblin

Its Branch Manager

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public, hereby certify that HENRY E. TRIMM & WIFE DIANE I. TRIMM, whose name as Borrower 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 Borrower, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 29TH day of
DECEMBER, 19 94.

Gary A. Shamblin
Notary Public

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GARY A. SHAMBLIN as BRANCH MANAGER / LOAN OFFICER of Highland Bank, a state 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 state banking corporation.

Given under my hand and seal of office this 29TH day of
DECEMBER, 19 94.

Beverly W. White
Inst. # 1995-00968
Notary Public

01/11/1995-00968
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 113.00