

AMENDMENT TO MORTGAGE 04/07/1995-08957
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 21.00

COUNTY OF SHELBY

R E C I T A L S:

AND WIFE, DIAN R. STURM

EXECUTED AND DELIVERED TO LENDER A MORTGAGE IN THE AMOUNT OF
THIRTEEN THOUSAND DOLLARS AND NO/100 (\$13,000.00), WHICH
MORTGAGE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA IN REAL VOLUME 1994, PAGE
11836 ("THE MORTGAGE") AS SECURITY FOR A LOAN BY LENDER
TO BORROWERS IN THE PRINCIPAL SUM OF THIRTEEN THOUSAND
DOLLARS AND NO/100 (\$ 13,000.00).

B. BORROWER HAS REQUESTED AND LENDER HAS AGREED TO INCREASE THE ORIGINAL LOAN TO EIGHTEEN THOUSAND DOLLARS AND NO/100 PROVIDED THE MORTGAGE IS AMENDED AS HEREINAFTER SET FORTH.

~~C. BORROWER HAS REQUESTED AND LENDER HAS AGREED TO EXTEND THE MATURITY DATE FROM _____ TO _____.~~

A G R E E M E N T

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND TO INDUCE THE LENDER TO MAKE AN ADDITIONAL LOAN TO BORROWER'S, THE PARTIES AGREE AS FOLLOWS:

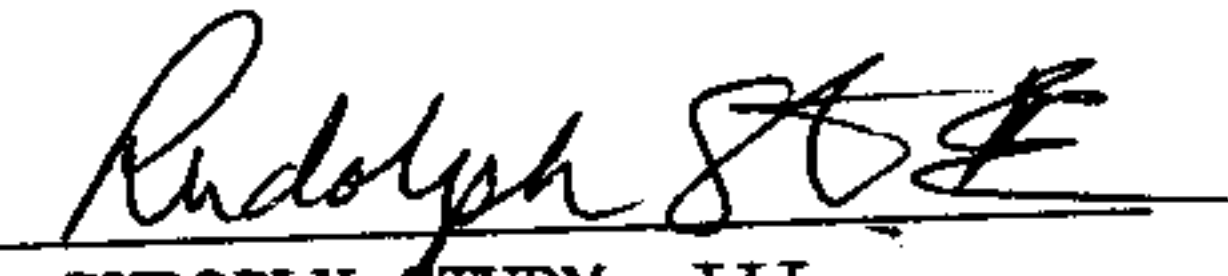
1. THE MORTGAGE IS HEREBY AMENDED BY DELETING THE WORDS AND
FIGURES " THIRTEEN THOUSAND AND NO/100 ".

(\$ 13,000.00) AND THE WORDS DUE AND PAYABLE ON
" , WHEREVER THE SAME APPEAR,
AND TO INSERTT IN LIEU THEREOF THE WORDS AND FIGURES EIGHTEEN
THOUSAND AND NO/100 (\$18,000.00) , ~~AND DUE~~
~~AND PAYABLE ON~~ " .

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 RENEWAL 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. BORROWERS CONFIRM THAT IT
HAS NO DEFENSES OR OFFSETS WITH RESPECT TO ITS OBLIGATIONS PURSUANT
TO THE MORTGAGE AS HEREIN AMENDED.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO
BE EXECUTED ON THIS DAY AND YEAR FIRST WRITTEN ABOVE.


RUDOPH STURM, III


DIAN R. STURM

HIGHLAND BANK

BY: 
Loan Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, HEREBY CERTIFY

THAT RUDOLPH STURM III, AND WIFE DIAN R. STURM
WHOSE NAME(S) ARE SIGNED TO THE FOREGOING
INSTRUMENT AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS
DAY BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, SHE AS SUCH
EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8TH DAY OF
MARCH, 1995

Beverly A. Welch
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 Syd R. Gibbs
Commercial 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
DONTENDS 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 8th DAY
OF March, 1995

Beverly A. Welch
NOTARY PUBLIC

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