

Record in Birmingham, AL
Record in Columbiana, AL
Record in Pell City, AL

S9705011 S MTG
09/10/1997 02:04P
AMENDMENT Wallace Wyatt Jr, Judge of Probate

TO

9 7 0 6 / 9 9 8 9

REAL ESTATE MORTGAGE

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on November 28, 1994 by **JAMES M. BLACKBURN** and wife, **J. LAYNE BLACKBURN**, **JOHN DISALVO**, and wife **ANITA DISALVO**, and **ROBERT F. WAITES**, and wife **JANET M. WAITES** (hereinafter jointly, severally and collectively "Mortgagors") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded i) as Instrument 9414-7017, and corrected in 9507-5984 in the Office of the Judge of Probate of Jefferson County, Alabama, ii) as Instrument 1995-01270 and corrected in 1995-19447, in the Office of the Judge of Probate of Shelby County, Alabama, iii) in Volume 431, page 325 et seq. in the Office of the Judge of Probate of St Clair County, Alabama, Pell City Division, and pertains to the following described property (hereinafter the "Realty"), to wit:

PARCEL I: Lot 56, according to the Survey of Charnwood Estates, Fourth Sector as recorded in Map Book 174, page 31, in the Probate Office of Jefferson County, Alabama..

PARCEL II: Lot 2037 according to the Survey of Lake Point Estates, 1st Addition, as recorded in Map Book 17, page 14, in the Probate Office of Shelby County, Alabama.

PARCEL III: A part of the Northeast quarter of Section 30, Township 16 South, Range 2 East described as follows:

Begin at the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 30, Township 16 South, Range 2 East; thence south along west line of same a distance of 208 feet; thence 90 degrees 00 minutes to the left in an easterly direction a distance of 150 feet; thence 90 degrees to the left in a northerly direction a distance of 208 feet; thence 90 degrees to the left in a westerly direction a distance of 150 feet to the point of beginning. Situated in St. Clair County, Alabama, Pell City Division.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$80,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$120.00 was paid.

WHEREAS, Mortgagors have requested Bank to lend additional funds and Bank is agreeable to making such loan, provided Mortgagors, among other things enters into this Amendment, and causes \$170,000.00 of these additional funds to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Mortgagors, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$80,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$170,000.00 made in connection herewith to Mortgagor Borrower (as defined herein), and all the interest thereon.
- 2). The term "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$80,000.00 Note executed on November 28, 1994, and all interest thereon, and all extensions and renewals thereof, but also \$170,000.00 of the advances or loans being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 3). The term "indebtedness(es)" as used in the Mortgage shall be further defined to include \$250,000.00 (\$80,000.00 plus \$170,000.00) of the indebtedness owed by LANDMARK ELECTRIC, INC. (hereinafter "Borrower") to Bank, no matter when existing, when created, direct, indirect, due, to become due, absolute, conditional, liquidated, or unliquidated, and specifically \$250,000.00 of the Borrower's indebtedness to Bank evidenced by notes or agreements dated November 28, 1994, or executed contemporaneously herewith, and all renewals, extensions, amendments and modifications thereof. It is the intent of this Amendment to confirm that the Mortgage (as herein amended) shall secure up to \$250,000.00 of any and all indebtedness of Mortgagor or Borrower to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect.
- 4). Mortgagors expressly agree that: (a) any indebtedness at any time secured hereby or by the Mortgage may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in any way altering, varying, or diminishing the force, effect, or lien of this instrument; (b) this instrument shall continue as a lien on the Realty and other property and rights covered hereby and will not be expressly released until all sums with interest and charges hereby secured are fully paid; (c) no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; (d) no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and (e) all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

All of the terms and provisions of the Mortgage not specifically amended herein, are

S9705011 S MTG
09/10/1997 02:04P
Wallace Wyatt Jr, Judge of Probate

hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 19 day of May, 1997.

James M. Blackburn L.S.
James M. Blackburn (individually)

J. Layne Blackburn L.S.
J. Layne Blackburn (individually)

John DiSalvo L.S.
John DiSalvo (individually)

Anita DiSalvo L.S.
Anita DiSalvo (individually)

Robert F. Waites L.S.
Robert F. Waites (individually)

Janet M. Waites L.S.
Janet M. Waites (individually)

STATE OF ALABAMA)
JEFFERSON COUNTY)

JAMES M. BLACKBURN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Blackburn, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of May, 1997.

Walter Davis
NOTARY PUBLIC
My Commission Expires: 9-1-99

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

S9705011 S MTG
09/10/1997 02:04P
Wallace Wyatt Jr, Judge of Probate

STATE OF ALABAMA)
JEFFERSON COUNTY)

J. LAYNE BLACKBURN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Layne Blackburn, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of May, 1997.

J. Layne Blackburn
NOTARY PUBLIC
My Commission Expires: 9-1-99

STATE OF ALABAMA)
JEFFERSON COUNTY)

JOHN DISALVO

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John DiSalvo, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of May, 1997.

John DiSalvo
NOTARY PUBLIC
My Commission Expires: 9-1-99

STATE OF ALABAMA)
JEFFERSON COUNTY)

S9705011 S MTG
09/10/1997 02:04P
Wallace Wyatt Jr., ANITA DISALVO, Probate

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anita DiSalvo, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of May, 1997.

Anita DiSalvo
NOTARY PUBLIC
My Commission Expires: 9-1-99

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

STATE OF ALABAMA)
JEFFERSON COUNTY)

ROBERT F. WAITES

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert F. Waites, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9 day of May, 1997.

Robert F. Waites
NOTARY PUBLIC
My Commission Expires: 9-1-99

STATE OF ALABAMA)
JEFFERSON COUNTY)

JANET M. WAITES

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Janet M. Waites, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9 day of May, 1997.

Janet M. Waites
NOTARY PUBLIC
My Commission Expires: 9-1-99

THIS INSTRUMENT PREPARED BY:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

S9705011 S MTG
09/10/1997 02:04P
Wallace Wyatt Jr, Judge of Probate

10/07/1997-32622
11:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.50

Inst # 1997-32622

AMEND.mt2 5/7/97 9:49am

State of Alabama - Jefferson County
I certify this instrument filed on:
1997 JUN 10 A.M. 06:57
Recorded and \$ 255.00 Mtg. Tax
and \$ 14.50 Deed Tax and Fee Amt.
Total \$ 269.50
\$ GEORGE R. REYNOLDS, Judge of Probate
9706/9989