

This instrument prepared by:

~~FIRST BANK OF CHILDERSBURG~~
P. O. BOX 414
CHELSEA, AL. 35043

STATE OF ALABAMA

COUNTY OF SHELBY

Inst # 1998-34146

09/01/1998-34146
11:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.50

AMENDMENT TO MORTGAGE

THIS AMENDMENT to that certain Mortgage (this "Amendment") is made as of the 25 day of AUGUST, 1998, and is by and between ANTHONY JOSEPH, Mortgagor, and FIRST BANK OF CHILDERSBURG, Mortgagee.

PREAMBLE

Mortgagor entered into a Mortgage in favor of the Bank dated July 3, 1997 recorded in the Office of the Judge of Probate of Shelby County, Alabama, on July 9, 1997 as Instrument No. 1997-21488. Said mortgage, is referred to herein as the "Mortgage." In order to induce the Bank to make the Loan (as defined in the Mortgage) to Anthony Joseph. The Mortgagor desires to amend the Mortgage to substitute the property described on "Exhibit A" and delete the property described on "Exhibit B" from said mortgage.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Bank, intending to be legally bounded hereby, agree as set forth below.

1. Premises. The property described on "Exhibit A" attached hereto is hereby added to the Mortgaged Property (as defined in the Mortgage) in all respects and to the same extent and as fully as if the property described on "Exhibit A" hereto were described on the original Mortgage upon its original recording. Mortgagor hereby grants, bargains, sells, aliens and conveys unto Bank, its successors and assigns, the property described on "Exhibit A" hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and situated on the property described on "Exhibit A" hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the Mortgage and to the same extent and as fully as if the property described on "Exhibit A" hereto were described on the original Mortgage upon its original recording.

2. This Amendment is intended to add the property described on "Exhibit A" hereto to the property granted and conveyed by the Mortgage. This Amendment releases from the lien of the Mortgage all or any portion of the real property described on "Exhibit B" attached hereto.

3. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof, and the Mortgagor hereby makes each representation and warranty contained in the Mortgage as to the real property described on "Exhibit A" hereto were described on the original Mortgage upon its original recording.

4. Effective Date. The effective date of this Amendment is the date first set forth above.

5. Effect of Amendment. Except as specifically modified herein, all provisions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and the Bank have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

(MORTGAGOR, DEBTOR):


Anthony Joseph

Bank, Secured Party
First Bank of Childersburg

By: 

WITNESS:

STATE OF ALABAMA
SHELBY COUNTY

I, JENNIFER LOWERY, a Notary Public in and for said County, in said State hereby certify that Anthony Joseph, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on this day the same bears date

Given under my hand and official seal this 25th day of AUGUST A.D.,

19 98


Notary Public

My Commission Expires: 6/24/02

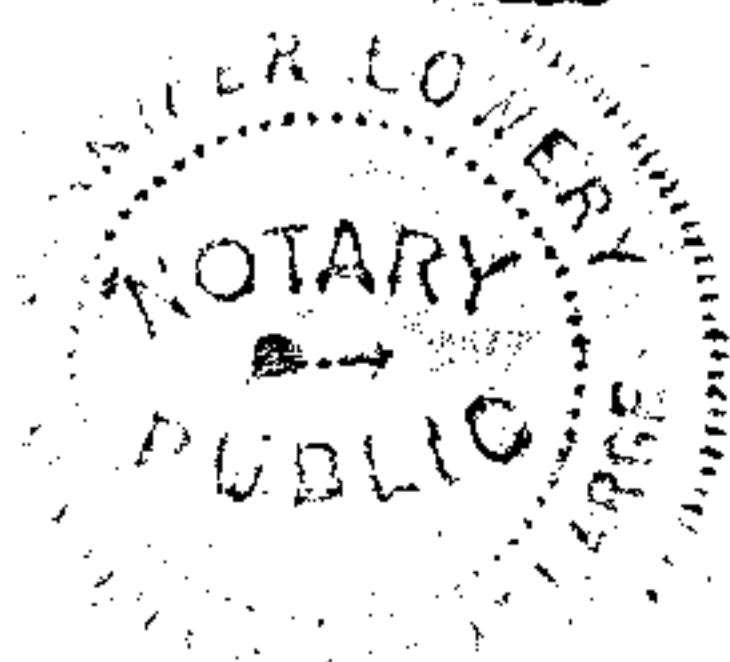


EXHIBIT "A"

PROPERTY BEING ADDED:

N $\frac{1}{2}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 1 WEST;

THE N $\frac{1}{2}$ OF SE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 20 SOUTH,
RANGE 1 WEST;

Exhibit "B"

Property being released:

Commence at a 1 inch pipe in place accepted as the Northwest corner of Section 19, Township 20 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 01 deg. 42 min. 34 sec. West along the West boundary of said Section for a distance of 1322.84 feet to a 2 inch pipe in place accepted as the Southwest corner of the NW 1/4 of the NW 1/4 of said Section; thence proceed South 87 deg. 39 min. 34 sec. East along the South boundary of said 1/4-1/4 Section for a distance of 193.87 feet to a point on the Northerly right of way of Shelby County Road No. 74; thence proceed North 27 deg. 15 min. 21 sec. East along the Northerly right of way of said road for a distance of 108.81 feet; thence proceed North 42 deg. 41 min. 48 sec. East along the Northerly right of way of said road for a distance of 188.48 feet; thence proceed North 53 deg. 16 min. 09 sec. East along the Northerly right of way of said road for a distance of 181.02 feet; thence proceed North 58 deg. 01 min. 27 sec. East along the Northerly right of way of said road for a distance of 196.81 feet; thence proceed North 54 deg. 53 min. 02 sec. East along the Northerly right of way of said road for a distance of 278.78 feet; thence proceed North 36 deg. 24 min. 29 sec. West for a distance of 853.47 feet to a point on the North boundary of said Section 19; thence proceed North 87 deg. 39 min. 34 sec. West along the North boundary of said Section 19 for a distance of 368.02 feet to the point of beginning.

The above described land is located in the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 1 West, Shelby County, Alabama.

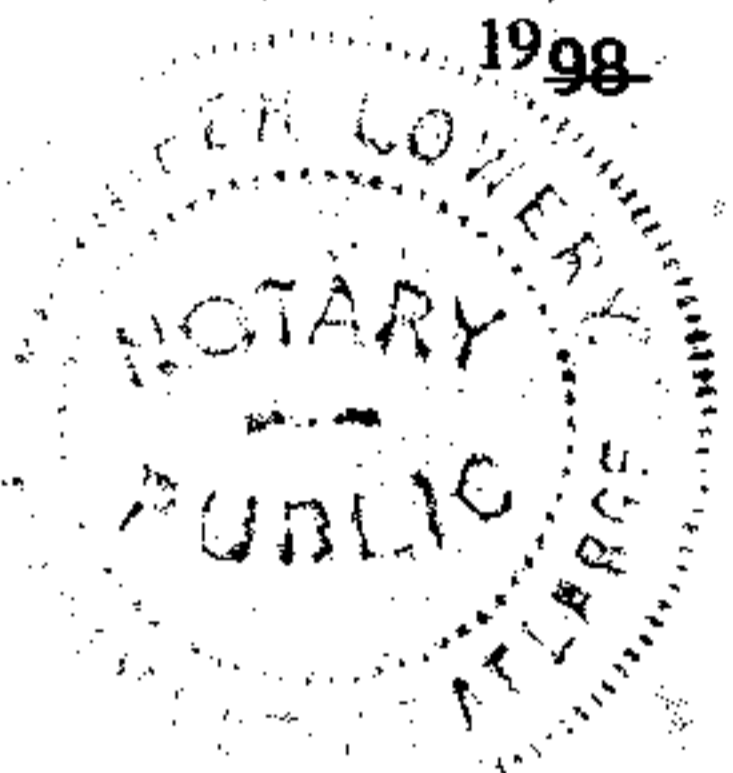
Also all that part of the following described land lying West of the center line of Tom's Creek, viz:
The W 1/2 of W 1/2 of SE 1/4 of NW 1/4; and the E 1/2 of SW 1/4 of NW 1/4;
all in Section 19, Township 20 South, Range 1 West.

All being situated in Shelby County, Alabama.

STATE OF ALABAMA
SHELBY COUNTY

I JENNIFER LOWERY, a Notary Public in and for said County, in said State
hereby certify that ANDY SHOEMAKER, whose name as President of FIRST BANK
OF CHILDERSBURG, is singed to the foregoing instrument and who is known to me,
acknowledged before me on this day that, being informed of the contents of such instrument,
HE, as such officer and with full authority, executed the same voluntarily for and as the act of
said corporation.

Given under my hand and official seal this 25th day of AUGUST A.D.,



Jennifer Lowery
Notary Public

My Commission Expires: 6/24/02

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