

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE is made and entered into this 25th day of July, 2000 executed by James V. Peavy, Jr. and wife, Lee A. Peavy (hereinafter called "Mortgagors") who are justly indebted to James V. Peavy, Sr. pursuant to a certain Mortgage recorded at Book 287 Page 430, as amended, in the Probate Office of Shelby County, Alabama, said previous Mortgage, as amended, being in the amount of One Hundred Twenty-Six Thousand Three Hundred Eighty and 68/100 Dollars (\$126,380.68).

The above-described Mortgage is hereby amended to provide that the sum in which the Mortgagors are indebted to the Mortgagee is now to be in the principal amount of One Hundred Fifty-Three Thousand Five Hundred Twenty-Seven and 97/100 Dollars (\$153,527.97) in lieu and instead of the One Hundred Twenty-Six Thousand Three Hundred Eighty and 68/100 Dollars (\$126,380.68) amount reflected therein. Therefore, this should constitute an amendment increasing the indebtedness from One Hundred Twenty-Six Thousand Three Hundred Eighty and 68/100 Dollars (\$126,380.68) by an additional Forty Thousand and No/100 and No/100 Dollars (\$40,000.00). Said One Hundred Fifty-Three Thousand Five Hundred Twenty-Seven and 97/100 Dollars (\$153,527.97) Mortgage amount is evidenced by a Promissory Note of even date herewith executed by Mortgagors to Mortgagee.

The property pursuant to which this Mortgage is granted is described and situated in Shelby County, Alabama, to-wit:

Lot 7, according to the survey of Environ's Park Subdivision as recorded in Map Book 14, Page 6 in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress and egress as recorded in Real 58, Page 326 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Current years taxes; and
2. All matters of record.

In all other respects, the Mortgage shall remain in full force and effect according to its terms except as amended hereby.

IN WITNESS WHEREOF, the undersigned, James V. Peavy, Jr. and wife, Lee A. Peavy, have hereunto set their signatures and seal this 25th day of July, 2000.

bgs\intlexp\mortgage.amd 7/18/00

08/01/2000-25692
08:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MNS 71.00

Inst # 2000-25692

James V. Peavy, Jr. (SEAL)
JAMES V. PEAVY, JR.

Lee A. Peavy (SEAL)
LEE A. PEAVY (wife)

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that James V. Peavy, Jr., an individual whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of July, 2000.

James J. Johnson
Notary Public
My Commission Expires: 6.16.03

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Lee A. Peavy, an individual whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of July, 2000.

James J. Johnson
Notary Public
My Commission Expires: 6.16.03

Prepared by:

Bradley G. Siegal, Esq.
Leitman, Siegal & Payne, P.C.
600 North 20th Street
Suite 400
Birmingham, Alabama 35203

Inst # 2000-25692

bgs\intlexp\mortgage.amd 7/18/00

2 08/01/2000-25692
08:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 71.00