## 07/28/2008 03:14:08PM FILED/CERT AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT Mortgagor (last name first): Mortgage and Security Agreement (as recorded): Blalock, H Alan AND Spouse Blalock, Linda C. Shelby County of Record 20051123000610880 1/2 Volume Page 3333 Hwy 31 11/23/2005 Mailing Address Date of Record Columbiana AL 35051 Frontier Bank City State Zip Instrument Prepared STATE OF ALABAMA COUNTY OF Shelby KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of ("Mortgagee") to secure indebtedness owed by Mortgagor or Frontier Bank another to Mortgagee; and WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect. NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]: $\boxtimes$ Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below: Principal Sum of Indebtedness, as Recorded: \$ 305,000.00 Increase in Principal Sum of Indebtedness: \$ 25,000.00 Principal Sum of Indebtedness, as Amended \$ 330,000.00 The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured. Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement: TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever. Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof: Other: IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 18st day of **July 2008** H Alan, Blalock AND Speuse Linda C Blalock H. Alan Blalock Linda C Blalock Date Date Date

Date

## **CERTIFICATE**

20080728000303820 2/2 \$51.50 Shelby Cnty Judge of Probate, AL 07/28/2008 03:14:08PM FILED/CERT

| State of Alabama |  |
|------------------|--|
| County of Shelby |  |

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$330,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid. Mortgagee: Frontier Bank Mortgagor: Date, Time and Volume and Page of recording as shown hereon. By: Russell Scruggs Area Executive Title: INDIVIDUAL ACKNOWLEDGMENT STATE OF ALABAMA COUNTY OF Shelby a Notary Public in and for said County, in said State, hereby certify , whose name is signed to the foregoing conveyance and who is known that H Alan Blalock to me, acknowledged before me on this day that, being informed of the contents of the conveyance, , executed the same voluntarily on the day the same bears date. he Given under my hand and official seal, this 18th day of July 2008 Notary Public My Commission expires: My Commision Expires
1/18/2009 INDIVIDUAL ACKNOWLEDGMENT STATE OF ALABAMA COUNTY OF Shelby , a Notary Public in and for said County, in said State, hereby certify , whose name is signed to the foregoing conveyance and who is known to me, that Linda C Blalock acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. day of July, 2008 Given under my hand and official seal, this 18th Notary Public Kelli Foster My Commission expires: My Commision Expires CORPORATE OR OTHER ACKNOWLEDGMENT STATE OF ALABAMA COUNTY OF , a Notary Public in and for said County, in said State, hereby certify , whose name as that , a , is signed to the foregoing conveyance, and of who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, , as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date. Given under my hand and official seal, this day of **Notary Public** My Commission expires: \_\_\_\_\_\_ This Instrument Prepared By: Frontier Bank 16863 Highway 280 Chelsea, AL 35043 Russell Scruggs, Area Executive SOURCE OF TITLE Plat Book Page Subdivision Lot R QQ Q

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