

STATE OF ALABAMA )

SHELBY & BIBB COUNTY )

**AMENDMENT TO MORTGAGE**

This Amendment to Mortgage (this "Amendment") is by and between EDDIE NABORS and wife, DORIS NABORS ("Mortgagor") and JAMES NELSON AND JONI NELSON, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE NELSON LIVING TRUST, DATED JULY 25, 2005, ("Mortgagee") dated as of the 15<sup>th</sup> day of December, 2009.

**W I T N E S S E T H :**

**WHEREAS**, Eddie Nabors and wife, Doris Nabors, as Mortgagor, and James Nelson and Joni Nelson, Trustees, or their Successors in Trust, Under the Nelson Living Trust, dated July 25, 2005, as Mortgagee, entered into that certain Mortgage in the amount of Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00), recorded in Book 180, at Page 669, in the Office of the Judge of Probate of Bibb County, Alabama, and filed as Instrument Number 20061108000547500 in the Office of the Judge of Probate of Shelby County, Alabama; and

**WHEREAS**, the Mortgage Note secured by the Mortgage has been amended by instrument dated as of December 15, 2009 (the "Amended and Restated Note") increasing the principal amount to Five Hundred Seventy-eight Thousand Eight Hundred Twelve and 50/100 Dollars (\$578,812.50); and

**WHEREAS**, Mortgagor and Mortgagee wish to amend the Mortgage.

**NOW, THEREFORE**, in consideration of the premises, Mortgagor and Mortgagee amend the Mortgage as follows:

- (1) The principal amount of the Mortgage is increased from Five Hundred Twenty-five Thousand and No/100 Dollars (\$525,000.00) to Five Hundred Seventy-eight Thousand Eight Hundred Twelve and 50/100 Dollars (\$578,812.50), evidenced by the Amended and Restated Note dated as of



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Shelby Cnty Judge of Probate, AL  
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December 15, 2009, said Amended and Restated Note to be paid in full by the 11<sup>th</sup> day of November, 2016; and

- (2) The following provisions are added:
- (a) To keep the Premises in good repair and condition, including all buildings, inside and out, fences, and the like;
  - (b) to permit Mortgagee to inspect the Premises periodically upon reasonable notice; and
  - (c) that it shall be a default hereunder for Mortgagor to fail to repair, maintain or restore to former condition such of the Premises which Mortgagee reasonably determines upon inspection are in need of repair or maintenance, within thirty (30) days following the receipt of written notice from Mortgagee.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment to Mortgage as of the 15<sup>th</sup> day of December, 2009.

**MORTGAGOR:**



**Eddie Nabors**



**Doris Nabors**

**MORTGAGEE:**



**James Nelson, as Trustee under the Nelson Living Trust dated July 25, 2005, and any amendments thereto**



**Joni Nelson, as Trustee under the Nelson Living Trust dated July 25, 2005, and any amendments thereto**



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STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Nabors and wife, Doris Nabors, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10<sup>th</sup> day of December, 2009 .

Anne P. Marshall

Notary Public

My Commission Expires: 3/12/2011

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Nelson and Joni Nelson, whose names as Trustees under the Nelson Living Trust, dated July 25, 2005, and any Amendment Thereto, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they, as such Trustees and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal this 10<sup>th</sup> day of December, 2009.

Anne P. Marshall

Notary Public

My Commission Expires: 3/12/2011