

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

DAVIS, STEVEN W AND SPOUSE DAVIS, SUSAN P

1945 RIVER WAY DRIVE

BIRMINGHAMAL3-5244

CityStateZip

STATE OF ALABAMA

COUNTY OF Jefferson

Mortgage and Security Agreement (as recorded):

Shelby

2006082100040729008/21/2006 & 01/11/2007

VolumeDate of Record

SouthPoint Bank

Instrument Prepared

County of Record

& 200701112000018590

Page

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of SouthPoint Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or 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)]:

☐

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:

A. Principal Sum of Indebtedness, as Recorded: \$

B. Increase in Principal Sum of Indebtedness: \$

C. Principal Sum of Indebtedness, as Amended \$

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:

Decrease in Principal Sum of Secured Indebtedness. See Exhibit "A"

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 22nd day of November 2010.


Steven W Davis 11/15/2010
STEVEN W DAVIS Date

Susan P Davis 11/15/2010
SUSAN P DAVIS Date

Date

Date

Date


20101213000417930 2/3 \$20.00
Shelby Cnty Judge of Probate, AL
12/13/2010 02:04:31 PM FILED/CERT

Date

CERTIFICATE

State of Alabama
County of Jefferson

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$175,100.00 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.

Mortgagor: STEVEN W DAVIS AND SPOUSE, SUSAN
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: SouthPoint Bank

By: Kathy Goode
Vice President
Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, R. Timothy Estes, a Notary Public in and for said County, in said State, hereby certify that Steven W. Davis, 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 the day the same bears date.

Given under my hand and official seal, this 23 day of November 2010.

R. Timothy Estes
Notary Public
My Commission expires: 11/11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, R. Timothy Estes, a Notary Public in and for said County, in said State, hereby certify that Susan P. Davis, 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23rd day of November 2010.

R. Timothy Estes
Notary Public
My Commission expires: 11/11

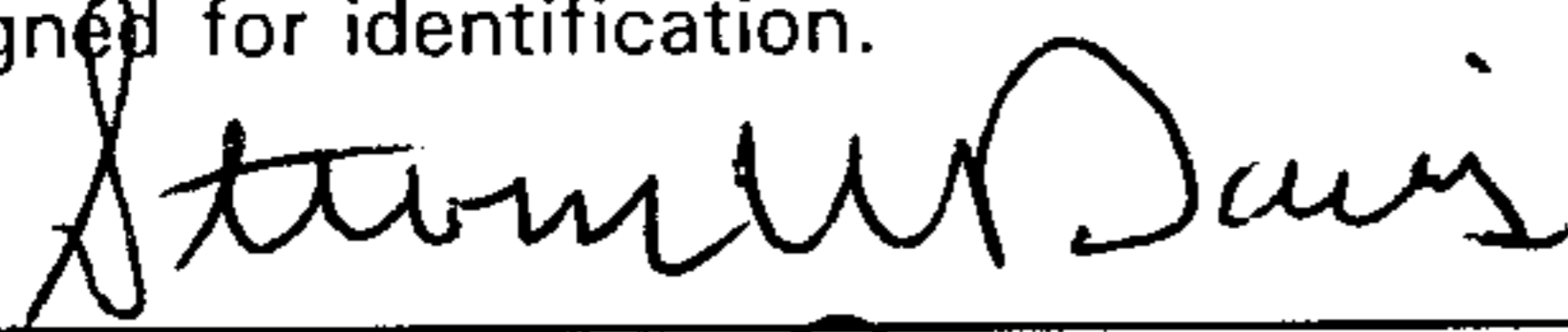
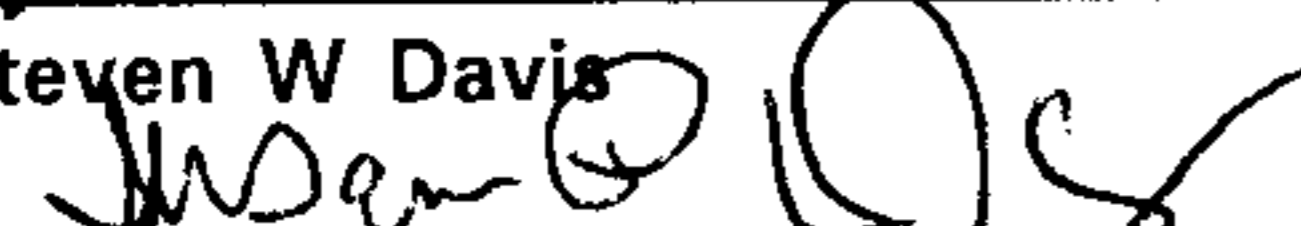
EXHIBIT A

Decrease 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:

- A. Principal Sum of Indebtedness, are Recorded \$175,000.00
- B. Decrease in Principal Sum of Indebtedness: \$101,000.00
- C. Principal Sum of Indebtedness, as Amended: \$74,000.00

20101213000417930 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
12/13/2010 02:04:31 PM FILED/CERT

Signed for identification.

	11/15/2010		
Steven W Davis	Date		Date
	11/15/2010		
Susan P Davis	Date		Date
	Date		Date