



20110311000081070 1/2 \$469.00  
Shelby Cnty Judge of Probate, AL  
03/11/2011 12:04:02 PM FILED/CERT

### THIRD RIDER AND AMENDMENT TO MORTGAGE

This THIRD RIDER AND AMENDMENT TO MORTGAGE is executed by RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER (the "Borrowers").

WHEREAS, HAROLD L. RIDGEWAY and HARRY McDOWELL (the "Lenders") loaned the sum of \$300,000.00\* to RANDY JOEL HARPER as evidenced by a promissory note of July 2, 2003 (the "Note") and a Mortgage dated July 2, 2003, as recorded in the Probate Office of Shelby County, Alabama, at 20030708000430390 Pg 1/16 507 00 on 07/08/2003 and re-recorded at 20030806000510760 Pg 1/19 66 00 on 08/06/2003 and a Rider and Amendment To Mortgage acknowledged by RANDY JOEL HARPER, MARY RAINES HARPER and MILDRED A. RAINES on July 24, 2003, as recorded in the Probate Office of Shelby County, Alabama, at 20030806000510760 Pg 19/19 66 00 on 08/06/2003 and a Mortgage acknowledged by RANDY JOEL HARPER and MARY RAINES HARPER on November 22, 2006, as recorded in the Probate Office of Shelby County, Alabama, at 20061215000610490 Pg 1/3 66 00 on 12/15/2006 and a Second Rider and Amendment To Mortgage acknowledged by RANDY JOEL HARPER and MARY RAINES HARPER on November 22, 2006, as recorded in the Probate Office of Shelby County, Alabama, at 20061215000610500 1/3 on 12/15/2006 (all of which are referred to herein as the "Mortgage") for purchase of certain real property situated in Shelby County, Alabama, as such real property is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Borrowers desire to extend the period of payment beyond that stated the Note; and

WHEREAS, the Lenders are willing to extend the period of payment beyond that stated the Note:

NOW THEREFORE, for good and valuable consideration and based upon the truth and correctness of the statements contained in the above preamble the Borrowers do hereby agree as follows:

1. The Mortgage is amended as follows:
  - a. The date of payment of January 2, 2006, stated in the Note and Mortgage is extended to January 2, 2016, or to such date as the Principal, interest, and such other amounts as become due under the Note and Mortgage are paid in full.
  - b. It is further agreed by Borrowers that in addition to the Note and obligations mentioned therein the Mortgage shall secure all further loans or indebtedness owed by the Borrowers to Lenders whether evidenced by the Note or other and additional notes and mortgages. Provided however, the obligation of the Lenders to make future advances or re-advances to Borrowers shall be optional with Lenders and such advances or re-advances may be made under the provisions of the Mortgage and shall be fully secured by and fully subject to, all the covenants, terms, and conditions of the Mortgage.
  - c. The Mortgage (being the same as the Mortgage dated July 2, 2003, and acknowledged by Randy Joel Harper, Mary Raines Harper and Mildred A. Raines, and the Rider and Amendment To Mortgage acknowledged by Randy Joel Harper, Mary Raines Harper and Mildred A. Raines on July 24, 2003, and Mortgage and

Second Rider and Amendment to Mortgage acknowledged by Randy Joel Harper and Mary Raines Harper on November 22, 2006, and first referred to above) shall be incorporated into this Third Rider And Amendment To Mortgage by reference hereto. This Third Rider And Amendment To Mortgage shall supplement and amend the original Mortgage. The Borrowers do hereby reaffirm all the other terms, conditions, and covenants contained in the Mortgage as though the same were set out in full herein.

d. If the Borrowers, whether one or more, shall sell, convey or alienate the real estate described in the Mortgage, or any interest in it, without the prior written consent of the Lenders, or the same shall be divested from any of the Borrowers, in any manner, whether voluntarily or involuntarily, the Lenders shall have the right, at their option, to declare the entire indebtedness immediately due and payable, irrespective of any maturity date stated in this instrument or in any amendment thereto or in any other instrument extending the maturity date.

GIVEN under my hand and seal this the 7th day of March, 2011.

  
RANDY JOEL HARPER

  
MARY RAINES HARPER

The State of Alabama  
County of Jefferson

I, the undersigned, a Notary Public, hereby certify that RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER, whose names are signed to the foregoing THIRD RIDER AND AMENDMENT TO MORTGAGE, and who are known to me, acknowledged before me on this day that, being informed of the contents of the THIRD RIDER AND AMENDMENT TO MORTGAGE, they executed the same voluntarily on the day the same bears date.

Given under my hand this 7th day of March, 2011.

  
Notary Public  
My commission expires 9/12/2013

[Seal]

This instrument prepared by:  
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