


THIS INSTRUMENT PREPARED BY:
Michael B. Odom
Haskell Slaughter Young & Rediker, LLC
1400 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203
(205) 251-1000


20120508000162120 1/3 \$802.50
Shelby Cnty Judge of Probate, AL
05/08/2012 12:42:12 PM FILED/CERT

AMENDMENT TO MORTGAGE

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS AMENDMENT TO MORTGAGE is made this 10th day of February, 2012, by and between **WAYNE M. JONES**, a married man ("Mortgagor"), and **JOSEPH D. KING AND BOBBIE RAE KING** (collectively, "Mortgagee"), as follows:

RECITALS:

1. Mortgagor executed a promissory note (the "Note") in the principal amount of \$860,000.00 in favor of Mortgagee on the 1st day of March, 2005.

2. The debt evidenced by the Note is secured by a mortgage executed on the 1st day of March, 2005, by Mortgagor in favor of Mortgagee which was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 18th day of March, 2005, at Instrument Number 20050318000122190 (the "Mortgage").

3. Mortgagor and Mortgagee have agreed to amend the Note and Mortgage to, among other things, (i) change the Principal amount due under the Note as of February 10, 2012, to \$522,979.32, (iii) change the due date of the monthly payments under the Note to the 10th day of each month, and (iv) extend the Maturity Date under the Note to March 10, 2017.

4. The Mortgagor has agreed to execute this Amendment to Mortgage to consent to the amendments to the Note and Mortgage.

NOW, THEREFORE, in consideration of the recitals, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Except as otherwise defined herein, all terms defined in the Note and Mortgage will have the same meaning herein as therein.

2. All references to the Note in the Mortgage shall hereafter mean the Amended Note of even date herewith executed by the Mortgagor in favor of Mortgagee.

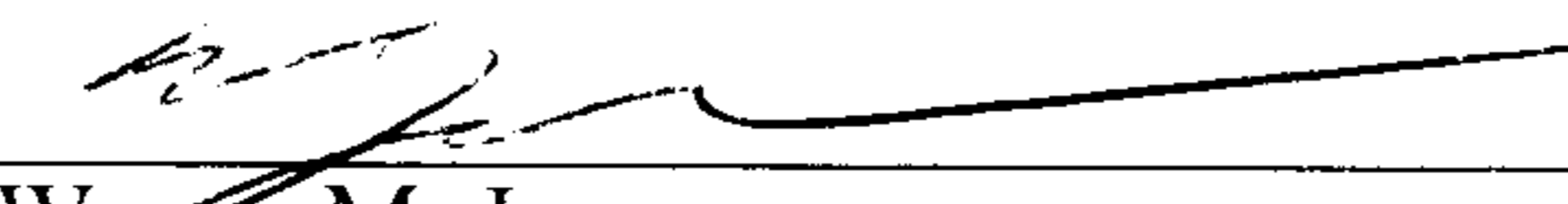
3. The Mortgagor hereby consents to and approves the modification of the terms and conditions set forth in the Note as amended.

4. The principal amount secured by the Mortgage shall be \$522,979.32, inclusive of interest, late charges and fees and expenses, as of the date of this Amendment.

5. Except to the extent amended hereby or by the Amendment to Note, all of the terms, covenants and conditions contained in the Mortgage shall remain in full force and effect and are hereby ratified and affirmed and the Liens created by the Mortgage shall not be affected or impaired by the Amendment to Note or this Amendment to Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of February, 2012.

MORTGAGOR


Wayne M. Jones

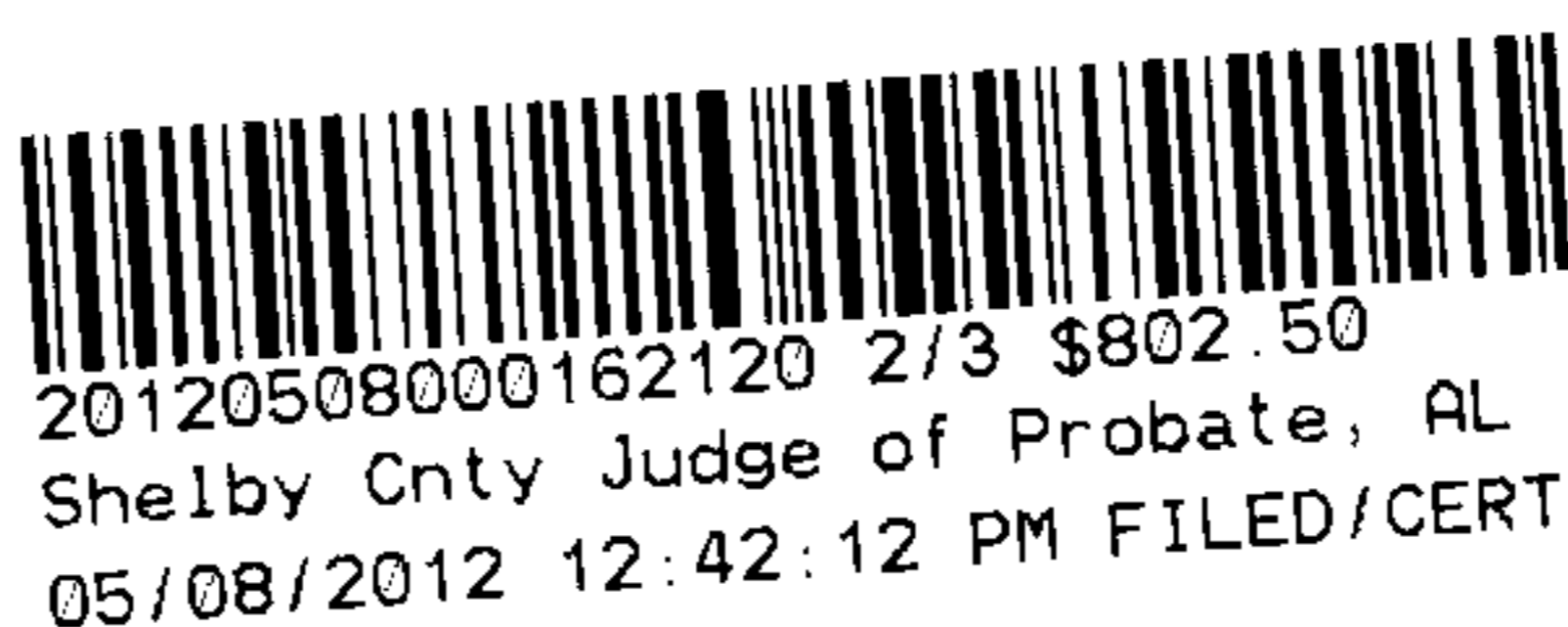
STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

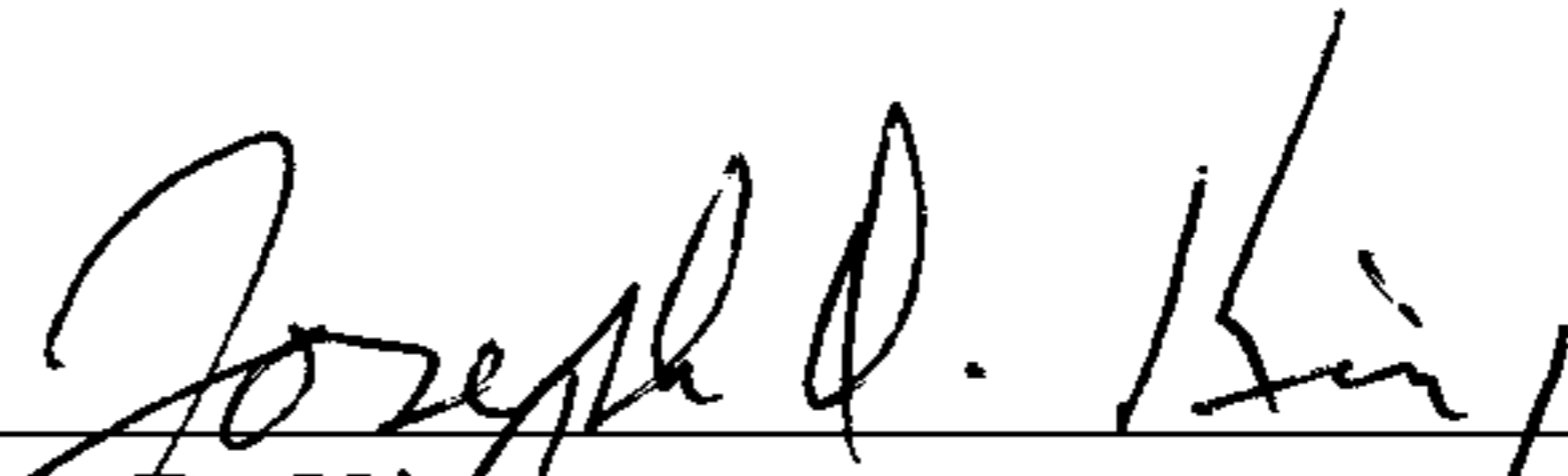
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne M. Jones, whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Wayne M. Jones, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day 23rd of April, 2012.


Notary Public
My Commission Expires: 05/31/13



MORTGAGEE



Joseph D. King



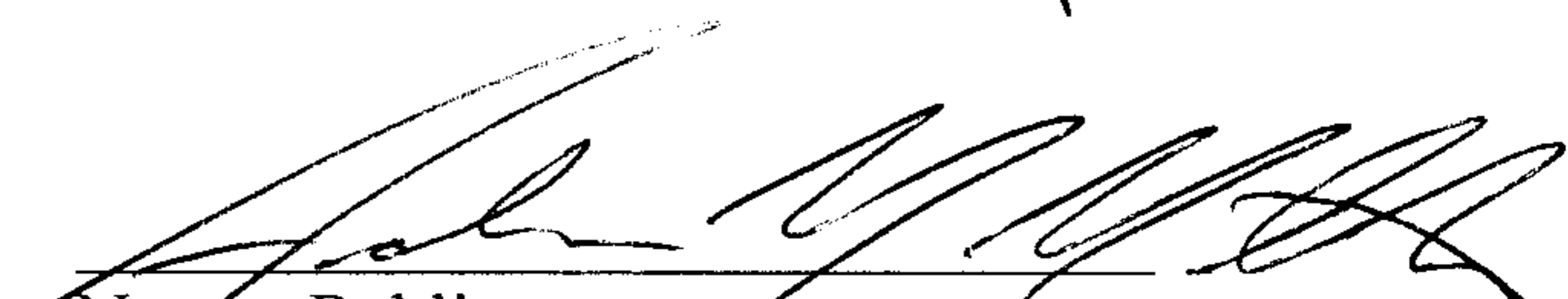
Bobbie Rae King

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph D. King and Bobbie Rae King, whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Joseph D. King and Bobbie Rae King, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day 1ST of MAY,
2012.



Notary Public
My Commission Expires: MY COMMISSION EXPIRES JULY 7, 2015

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