

20130716000288640 1/3 \$108.00
Shelby Cnty Judge of Probate, AL
07/16/2013 09:32:03 AM FILED/CERT

This instrument prepared by:
Daniel T. Hull, Jr.
2700 Highway 280 East, Suite 205W
Birmingham, AL 35223
205-871-2094

State of Alabama
Shelby County

FIFTH RIDER AND AMENDMENT TO MORTGAGE

This FIFTH 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 and a Mortgage recorded in the Probate Office of Shelby County, Alabama, at 20110311000081080 Pg 1/3 on 3/11/2011, and a Third Rider and Amendment to Mortgage as recorded in the Probate Office of Shelby County, Alabama, at 20110311000081070 1/2 on 03/11/2011, and a Mortgage recorded in the Probate Office of Shelby County, Alabama, at 20121003000378660 Pg 1/3 on 10/03/2012, and a Fourth Rider and Amendment to Mortgage as recorded in the Probate Office of Shelby County, Alabama, at 20121003000378650 1/3 on 10/03/2012 (all of which are referred to herein as the "Mortgage") for purchase and maintenance 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, the outstanding balance on the Mortgage being **\$480,000.00**; and

WHEREAS, the Borrowers desire to borrow an additional sum beyond that stated in the Note; and

WHEREAS, the Lenders are willing to continue to extend the period of payment beyond that stated in the Note, provided that Borrowers agree that after January 1, 2014, Lenders have the right to call the entire indebtedness due and payable upon ninety (90) days notice:

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. Lenders affirm that the date of payment of January 2, 2006, stated in the Note and Mortgage was extended to January 2, 2016, as stated in the Third Amendment and Rider to Mortgage, or to such date as the Principal, interest, and such other amounts as become due under the Note and Mortgage are paid in full. **Provided however, that on January 1, 2014, and continuing thereafter, the Lenders, jointly and severally, their respective heirs, assigns, and personal representatives, at their option, shall have the right to declare the entire indebtedness due and payable, upon a day ninety (90) days after giving notice to Mortgagors, irrespective of any maturity date stated in this instrument, the original instrument, or in any prior amendment, or in any other extension of the maturity date. This right and option to accelerate payment under this instrument shall be exercised by the Lenders, their heirs, assigns or personal representatives--whichever is proper under the circumstances--giving ninety (90) days prior written notice to Mortgagors of the day upon which the indebtedness shall be paid in full by Mortgagors.**

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 Mortgage and Third Rider and Amendment to Mortgage acknowledged by Randy Joel Harper and Mary Raines Harper on March 7, 2011, and Fourth Rider and Amendment to Mortgage acknowledged by Randy Joel Harper and Mary Raines Harper on September 28, 2012 and first referred to above) shall be incorporated into this Fifth Rider And Amendment To Mortgage by reference hereto. This Fifth 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 15th day of July, 2013.



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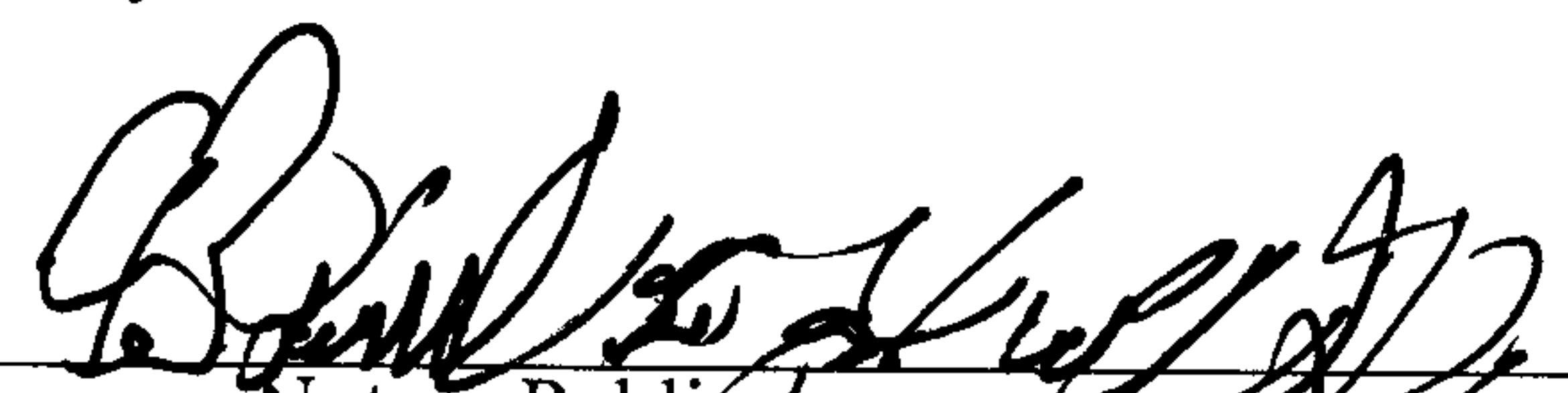

RANDY JOEL HARPER


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 FIFTH 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 FIFTH RIDER AND AMENDMENT TO MORTGAGE, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of July, 2013.


Notary Public
My commission expires 9/12/2013

[Seal]

EXHIBIT "A"

PROPERTY DESCRIPTION

STATE OF ALABAMA
SHELBY COUNTY

Lots 1, 2, 3 and 4 of the Carl H. Raines Irrevocable Granddaughters' Trust Family Subdivision, as recorded in Map Book 28 page 57, in the Probate Office of Shelby County, Alabama; the same being formerly described as follows:

A part of the NE 1/4 of NW 1/4 of Section 25, Township 19, Range 3 West, described as follows: Begin on the west line of said forty acres where the Old Montgomery Road crosses said West line and run North 756 feet to the NW corner of said forty; thence East 745 feet to the NW corner of the lot sold to D. O. Hogue; thence South 756 feet to said Old Montgomery Road; thence West 745 feet to the point of the beginning. Mineral and mining rights excepted.



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