

Mortgage Amount:
\$84,283.07

THIS INSTRUMENT PREPARED BY:
JAMES M. TINGLE
Tingle, Sexton, Murvin, Watson
& Bates, P.C.
900 Park Place Tower
Birmingham, AL 35203

Inst # 1992-31664

STATE OF ALABAMA)
JEFFERSON COUNTY)

12/30/1992-31664
01:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 137.95

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "First Amendment") is made and entered into this 29 day of December, 1992 by JOHN H. PIERCE and wife, LINDA L. PIERCE, (hereinafter collectively called the "Mortgagor", whether one or more) as mortgagor and EMMETT D. BATES, III, (hereinafter called the "Mortgagee"), as mortgagee.

W I T N E S S E T H:

WHEREAS, heretofore Mortgagors have made a loan to the Mortgagee, said Mortgage being recorded in Book 274, Page 264 as recorded in the Probate Office of Shelby County, Alabama; and

WHEREAS, the terms and conditions of that certain Promissory Note secured by said Mortgage has been amended simultaneously herewith by the execution of a First Amendment to Real Estate Mortgage Note whereby the due date, principal balance, interest rate and monthly mortgage payment have been amended.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to induce the Mortgagee to execute the Amended Note, the Mortgagor hereby agrees as follows:

1. Amendments to the Mortgage. The Mortgage is hereby amended as follows: All references to the Note shall refer to the Real Estate Mortgage Note as Amended of even date herewith together with any extension or renewal Note executed with respect to the Real Estate Mortgage Note.

2. Representations and Warranties; No Default. The Mortgagor hereby represents and warrants that all the representations and warranties set out in the Note and the Mortgage, as amended, are true and correct as of the date hereof, and the Mortgagor does hereby further represent and warrant to the Mortgagee that the Mortgagor is in compliance with all the terms

and provisions set forth in the Note and the Mortgage, on its part to be observed and performed, and that no Event of Default specified in the Note and the Mortgage, as amended, nor any event which upon notice or lapse of time or both would constitute such an Event of Default, has occurred and is continuing.

3. Mortgage Remains in Effect. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this First Amendment by executing any one or more of such counterparts.

5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the Mortgagor has caused this First Amendment to be executed and delivered by its duly authorized officers on the day and year first above written.

MORTGAGOR:



JOHN H. PIERCE



LINDA L. PIERCE

AGREED to and accepted this 29 day of December, 1992.

MORTGAGEE:




EMMETT D. BATES, III

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN H. PIERCE and wife, LINDA L. PIERCE, 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 said instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 1992.


NOTARY PUBLIC
My commission expires: 3/28/96

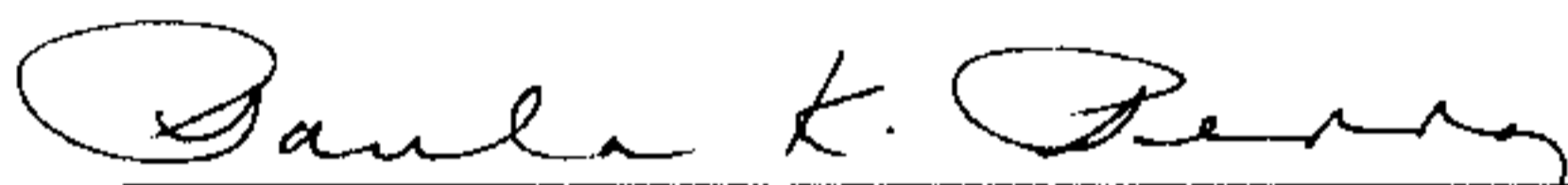
[SEAL]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EMMETT D. BATES, III, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 1992.


NOTARY PUBLIC
My commission expires: 3/28/96

[SEAL]

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