

## AMENDMENT NO. 1 TO NOTE AND MORTGAGE

This Amendment No. 1 to Note and Mortgage is dated the 3 day of September, 1992 and is by and among **CENTRAL BANK OF THE SOUTH** ("Lender"), **MICHAEL E. STEPHENS and DEBORAH L. STEPHENS** (collectively "Borrower").

### Preamble

Borrower and Lender entered into a Real Estate Mortgage dated May 16, 1989, recorded in Book 239, beginning at page 521, in the Probate Office of Shelby County, Alabama (the "Mortgage") which secures a Note dated May 16, 1989, in the principal amount of \$220,000 (the "Note"). The Borrower has requested that Lender release Deborah L. Stephens from all liability and obligations under the Note and Mortgage, and that Bank enter into this Amendment No. 1 to Note and Mortgage.

### Agreement

1. Amendment to Note. The Note is hereby amended by deleting Deborah L. Stephens as a borrower thereunder. Deborah L. Stephens shall have no liability or obligation to Lender under the Note.
2. Amendment to Mortgage. The Mortgage is amended by deleting Deborah L. Stephens as a borrower. Deborah L. Stephens shall have no liability or obligation to Lender under the Mortgage.
3. Effect of Amendment. Except as otherwise provided herein, the Note, Mortgage and other loan documents shall remain in full force and effect and be unaffected hereby. Michael E. Stephens hereby confirms his request that Lender enter into this Amendment No. 1, and agrees that he shall remain fully obligated under the Note, Mortgage

01/21/1993-02076  
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SHELBY COUNTY JUDGE OF PROBATE  
004 NCD 14.00

Inst # 1993-02076

Whaley & Grimes  
244 West Valley Ave.  
Birmingham, AL 35209

and other loan documents. All references to "Borrower" in such Note, Mortgage and other loan documents shall refer to Michael E. Stephens and not to Deborah L. Stephens.

4. Representations and Warranties. Each representation and warranty contained in the loan documents is hereby reaffirmed as of the date hereof. The Borrower hereby represents, warrants and certifies to Lender that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under any of the loan documents, and that Borrower has no offsets or claims against Lender arising under, related to, or connected with the loan or any of the other loan documents.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

Wanna Riley  
Witness

Wanna Riley  
Witness

[Signature]  
Michael E. Stephens

[Signature]  
Deborah L. Stephens

CENTRAL BANK OF THE SOUTH

Wanna L. Riley  
Witness

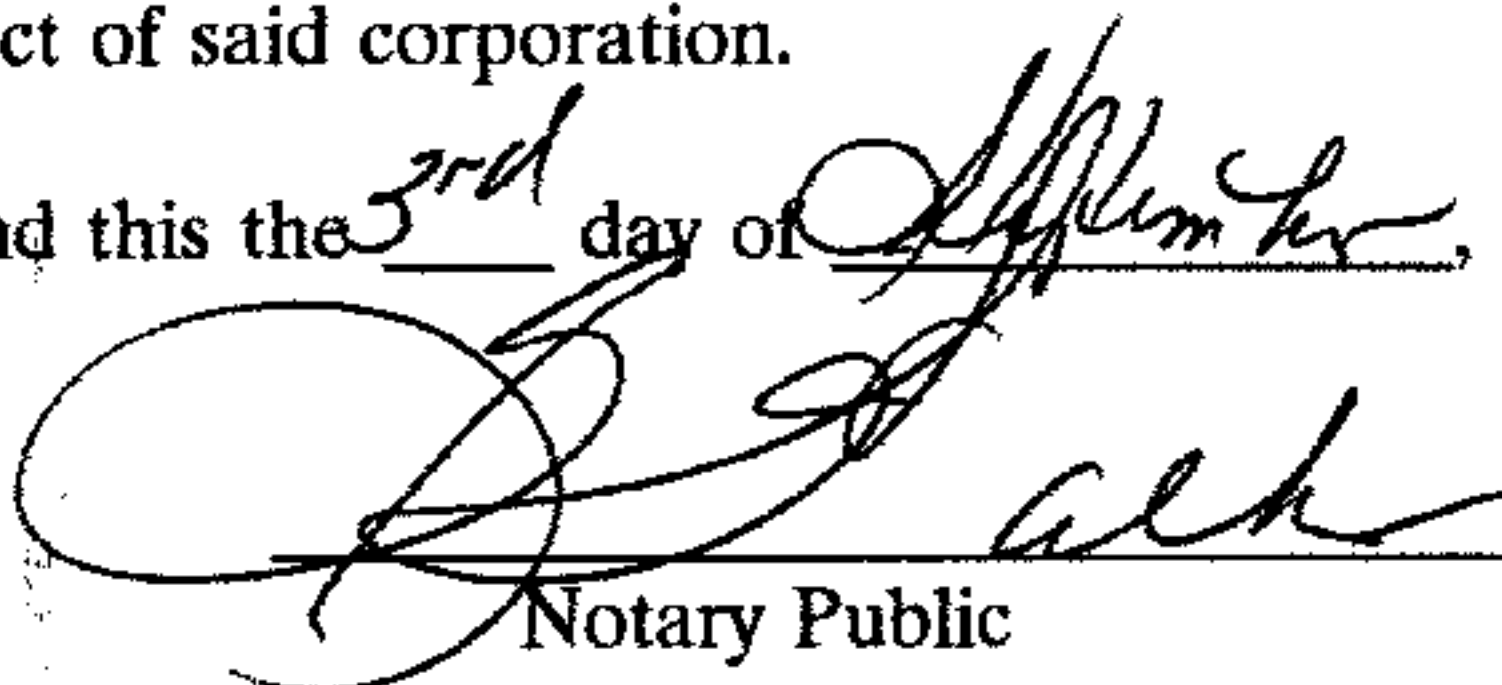
By [Signature]  
Its Vice Pres.

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Jack R. Armistead, whose name as Vice Pres. of Central Bank of the South, a state banking corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 3rd day of September, 1992.

  
Notary Public

NOTARIAL SEAL

My commission expires: MY COMMISSION EXPIRES APRIL 19, 1995

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Michael E. Stephens, 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 the instrument, he executed the same voluntarily.

Given under my hand this the 3rd day of September, 1992.

  
Notary Public

NOTARIAL SEAL

MY COMMISSION EXPIRES APRIL 19, 1995

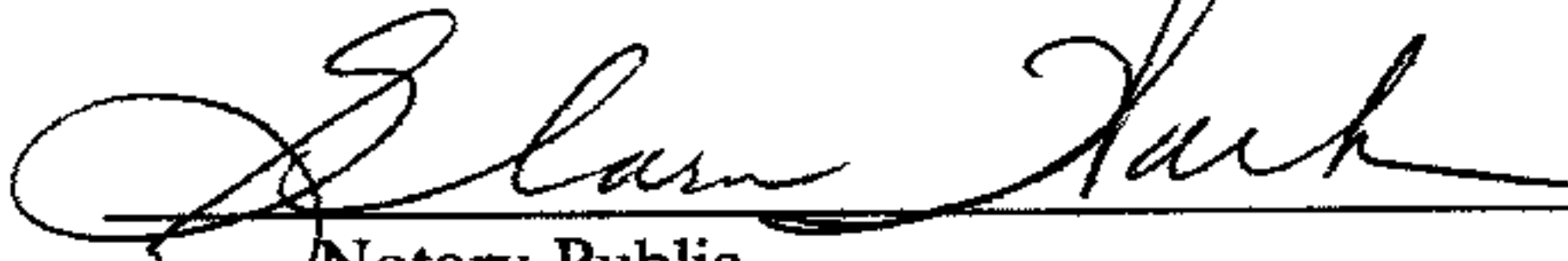
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Deborah L. Stephens, 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 the instrument, she executed the same voluntarily.

Given under my hand this the 3rd day of September, 1992.

  
Notary Public

NOTARIAL SEAL

MY COMMISSION EXPIRES APRIL 19, 1995

My commission expires: \_\_\_\_\_

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