

FIRST AMENDMENT TO JUNIOR MORTGAGE

This First Amendment to Junior Mortgage is executed this 5th day of July, 1994, by and between Arthur S. Ludwig, Jr., a married man (the "Mortgagor") and AmSouth Bank N.A. (the "Mortgagee").

Recitals

A. The Mortgagor executed in favor of the Mortgagee that certain Junior Mortgage dated August 12, 1988, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 200, Page 847 (the "Mortgage").

B. The Mortgage initially secured a debt of \$775,000, which has been reduced to an outstanding principal balance of \$615,999.80 on the date hereof.

C. The Mortgagor has requested an additional extension of credit from the Mortgagee in the amount of \$110,000.00.

D. The Mortgagee has agreed to such additional credit on certain conditions, one of which is the execution of this First Amendment by the Mortgagor, providing that the Real Estate, as described in the Mortgage, secure not only the initial indebtedness but the additional indebtedness.

Agreement

NOW, THEREFORE, in consideration of the Recitals, the Mortgagor and the Mortgagee hereby amend the Mortgage as follows:

1. Wherever the defined term "Note" appears, it shall hereafter mean that certain Promissory Note (Restated) in the principal amount of \$885,000, executed by the Mortgagor, and dated of even date herewith, representing \$615,999.80 outstanding under the original promissory note secured by the Mortgage, plus \$269,000.20 of additional indebtedness, as such Promissory Note may be amended, modified or restated from time to time hereafter.
2. The Mortgagor represents that his spouse, Sharon Lea Ludwig, has waived all her spousal rights in the property described in the Mortgage, as evidenced by Exhibit A attached hereto and made a part hereof.

Inst # 1994-22905

07/21/1994-22905
08:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 418.00

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

Arthur S. Ludwig Jr.
ARTHUR S. LUDWIG, JR.

AMSOUTH BANK N.A.

By David Nabors
Its Commercial Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Arthur S. Ludwig, Jr., 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 5th day of July, 1994.

Ray L. Burns
Notary Public

AFFIX SEAL

My commission expires: 10/16/96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Nabors, whose name as Comm. Loan Officer of AmSouth Bank N.A., a national banking

association, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 5th day of July, 1994.

Kay K Bains
Notary Public

AFFIX SEAL

My commission expires: 10/16/96

This instrument prepared by:

Kay K. Bains, Esq.
Walston, Stabler, Wells,
Anderson & Bains
505 N. 20th Street, Suite 500
Birmingham, AL 35203
(205) 251-9600

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