

7/8  
6/6  
RECEIVED  
SEP 21 1990

Prepared by: Beverly Welch  
Highland Bank  
P. O. Box 55338  
Birmingham, AL 35255-5338

State of Alabama  
County of Jefferson

Amendment to Mortgage

THIS AGREEMENT, made this 7TH day of SEPTEMBER, 1990, by and between BROOKSHIRE HOMES, INC. ("Borrower") and Highland Bank, a state banking corporation ("Lender").

R E C I T A L S:

A. On MARCH 7, 1990, BROOKSHIRE HOMES, INC. executed and delivered to Lender a mortgage in the amount of \$ 250,000.00 which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Volume 282 page 341//342 (the "Mortgage") as security for a loan by Lender to Borrower in the principal sum of \$ 250,000.00.

B. Borrower has requested and Lender has agreed to increase the original loan to \$ 290,000.00 provided the Mortgage is amended as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to make an additional loan to Borrower, the parties agree as follows:

1. The Mortgage is hereby amended by deleting the words and figures "TWO HUNDRED FIFTY THOUSAND AND NO/100-----" and "\$ 250,000.00" wherever the same appear, and to insert in lieu thereof the words and figures "TWO HUNDRED NINETY THOUSAND AND AND NO/100-----" and "\$ 290,000.00".

2. The term "Note" or "Promissory Note" as used in the Mortgage shall refer to such instruments as the same have been modified by a Master Note of even date herewith, and as the same may hereafter be extended, renewed, or modified.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage as herein amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this day and year first written above.

BROOKSHIRE HOMES, INC.

BY: [Signature]

BY: [Signature]

BY: [Signature]

its [Signature]

HIGHLAND BANK

By: [Signature]

Its Senior Vice President

State of Alabama  
County of Jefferson

I, the undersigned authority, a Notary Public, hereby certify that BROOKSHIRE HOMES, INC., whose name as Borrower 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 Borrower, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 7TH day of SEPTEMBER, 1990.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

Notary Public

90 SEP 12 AM 9:24

State of Alabama  
County of Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. LEON HILL, III as PRESIDENT of Highland Bank, 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said state banking corporation.

Given under my hand and seal of office this 7 day of SEPTEMBER, 1990.

[Signature]  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 OCT 10 AM 10:24

Re-Rec

1. Hand Fee	_____
2. Notary Fee	_____
3. Copy Fee	_____
4. Notary Fee	_____
5. Notary Fee	_____
6. Notary Fee	_____
Total	<u>69.00</u>

5.00  
5.00  
1.00  
1.00

BOOK 313 PAGE 848

BOOK 309 PAGE 350