

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 8 day of JANUARY, 1991, by and between BOYD, HOOD & FRESK REALTY, INC. ("Borrower") and Highland Bank, a state banking corporation ("Lender").

R E C I T A L S:

A. On MARCH 30, 1990, BOYD AND HOOD CONSTRUCTION, INC. executed and delivered to Lender a mortgage in the amount of \$ 232,000.00 which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Volume 286 page 723-724 (the "Mortgage") as security for a loan by Lender to Borrower in the principal sum of \$ 232,000.00.

B. On JULY 17, 1990, said mortgage was amended and recorded in the office of the Judge of Probate of Shelby County, Alabama in Real Volume 316, Page 583. (The Amendment to Mortgage).

C. Borrower has requested and Lender has agreed to increase the original loan to \$ 293,000.00 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 THIRTY TWO THOUSAND AND 00/100 DOLLARS" and "\$ 232,000.00" wherever the same appear, and to insert in lieu thereof the words and figures "TWO HUNDRED NINETY THREE THOUSAND AND 00/100 DOLLARS" and "\$ 293,000.00".

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.

BOYD, HOOD AND FRESK REALTY, INC.  
BY: Thig Boyd, President

BY: R. Leon Hill, Vice President  
HIGHLAND BANK

By: R. Leon Hill  
Its President & CEO

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

91 JAN 17 AM 10:33

Ellen A. Sipton, Jr.  
State of Alabama  
County of Jefferson

1. Deed Tax	—	\$	Its
2. Mtg. Tax	—	\$	15.00
3. Recording Fee	—	\$	5.00
4. Indexing Fee	—	\$	3.00
5. No Tax Fee	—	\$	
6. Certified Fee	—	\$	1.00
Total	—	\$	24.00

I, the undersigned authority, a Notary Public, hereby certify that BOYD, HOOD & FRESK REALTY, 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 9th day of January, 1991.

Ellen A. Sipton  
Notary Public

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 8 day of JANUARY, 1991.

Ellen A. Sipton  
Notary Public