

THIS AMENDMENT TO MORTGAGE IS TAKEN AS ADDITIONAL SECURITY FOR THE DEBT SECURED BY THE MORTGAGE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA IN REAL VOLUME 4069, PAGE 681.

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

This Amendment is made and entered into this 19th day of July, 1991, by and between Douglas R. Massey, Timothy A. Massey, Curtis A. Massey, Sr., Curtis A. Massey, Jr. and James E. Seal, all married men (the "Mortgagors"), whose address is P.O. Box 68, Trussville, Alabama 35173, and AmSouth Bank N.A. (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Metropolitan Commercial Loan Department.

RECITALS

A. The Mortgagors executed in favor of the Mortgagee that certain mortgage, security agreement and assignment of rents and leases dated February 16, 1989 (the "Mortgage"), which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 227, page 98, as amended in Book 295, page 538.

B. The Mortgage secures the debts of the Mortgagor to the Mortgagee.

C. The Mortgagors have requested that the Mortgagee extend credit to Jefferson Memorial Companies, Inc. (the "Borrower"), and the Mortgagee has agreed to do so on certain conditions, one of which is that the debt of the Borrower be secured by the Property as defined in the Mortgage.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, the Mortgagors and the Mortgagee agree as follows:

1. The defined term "Debt", as it is set out on pages 1 and 2 of the Mortgage, is hereby expanded by adding the following clause to the end of subsection (2), on the top of page 2 of the Mortgage:

specifically including, but not limited to that certain promissory note in the principal amount of \$4,207,236.21 executed by the Borrower dated July 19, 1991 and all other indebtedness of the Borrower to the Mortgagee now existing or hereafter incurred, and any and all extensions, renewals and modifications of such debts; and

2. Paragraph 1 of the Mortgage, as it appears on page 4, is hereby deleted in its entirety and replaced with the following:

1. Conditions of Loan Agreement. The Debt is subject to the terms of a loan and security agreement dated July 19, 1991, entered into by and between the Borrower and the Mortgagee (the "Loan Agreement").

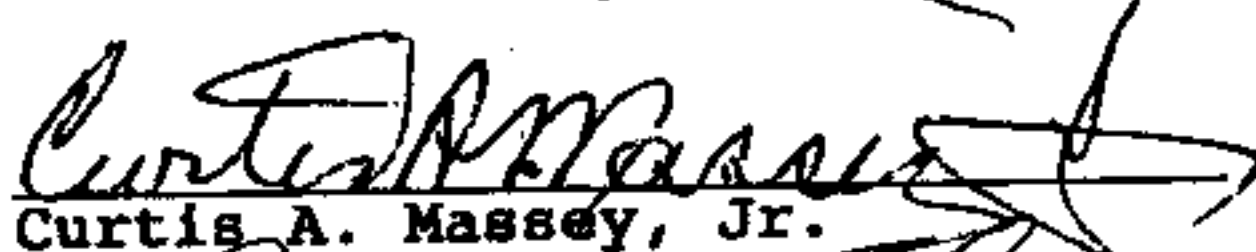
Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

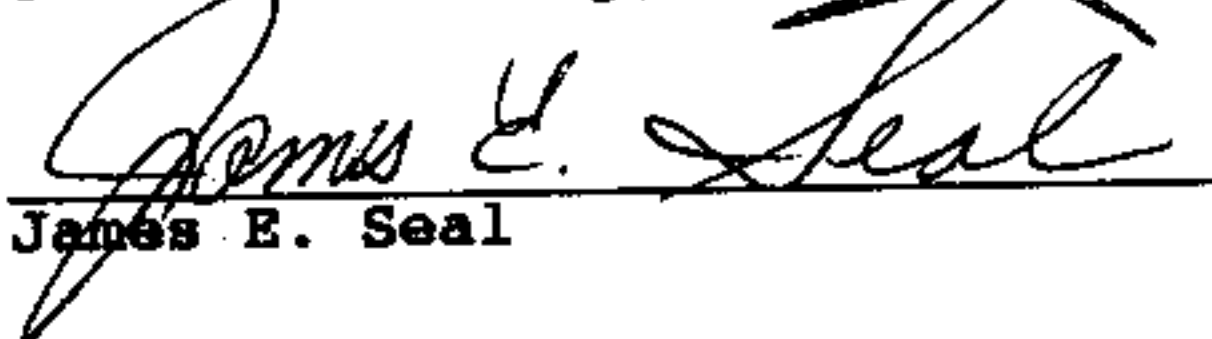
IN WITNESS WHEREOF, the Mortgagors have each executed this Amendment and the Mortgagee has caused this Amendment to be executed by its duly authorized officer, all as of the date first set forth above.


Douglas R. Massey


Timothy A. Massey


Curtis A. Massey, Sr.


Curtis A. Massey, Jr.


James E. Seal

AMSOUTH BANK N.A.

By 

Its Assistant Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas R. Massey, 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 19 day of July, 1991.

Ray L. Baines
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Timothy A. Massey, 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 19 day of July, 1991.

Ray L. Baines
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis A. Massey, Sr., 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 19 day of July, 1991.

Ray L. Baines
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis A. Massey, 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 19th day of July, 1991.

Ray H. Babin
Notary Public

AFFIX SEAL

My commission expires: 10/10/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis A. Massey, Sr., 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 19 day of July, 1991.

Ray H. Babin
Notary Public

AFFIX SEAL

My commission expires: 10/10/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James E. Seal, 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 19th day of July, 1991.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/10/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett D. Couch, whose name as Assistant Vice President 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 19 day of July, 1991.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/10/92

This instrument prepared by:

Kay K. Bains
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
1900 AmSouth-Sonat Building
P. O. Box 830612
Birmingham, Alabama 35283-0612
(205) 252-8800

I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUL 23 AM 10:13

JUDGE OF PROBATE

1. Dead Tax	
2. Misc. Tax	
3. Real Estate Tax	12.50
4. Transfer Tax	6.00
5. Notary Fee	1.00
6. Commission	
Total	20.50