

BOOK PAGE

1773 1072

2320

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is executed this 17th day of January, 1992, by Eugene M. McLain (also known as Gene McLain) (the "Mortgagor") and AmSouth Bank N.A. (also known as AmSouth Bank, National Association) (the "Mortgagee").

Recitals

A. The Mortgagor granted to the Mortgagee that certain Mortgage dated January 13, 1984, recorded in the Office of the Judge of Probate of Madison County, Alabama, in Book 1303, page 558, and in the Probate Office of Shelby County in Book 442, page 294, as amended by Amendment recorded in the Madison County Probate Office in Book 1332, page 338 and the Shelby County Probate Office in Book 005, page 939, and as further amended by Second Amendment recorded in the Madison County Probate Office in Book 1435, page 987, and in the Shelby County Probate Office in Book 90, page 770 (the "Mortgage").

B. The Mortgage secures certain debts of the Mortgagor to the Mortgagee, as evidenced by promissory notes described therein.

C. The Mortgagor has requested that the Mortgagee consolidate and restate the notes described in the Mortgage, together with certain other debts of the Mortgagor to the Mortgagee, into one promissory note.

D. The Mortgagee has agreed to such restatement and consolidation on certain conditions, one of which is that the Mortgage secure the debt evidenced by the consolidated and restated note.

Agreement

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

1. The Mortgage shall secure not only the debt referenced in the Mortgage, but shall hereafter secure that certain promissory note, restated and consolidated, in the principal amount of \$7,191,722.21, together with interest thereon, and any and all extensions, renewals, and modifications thereof.

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

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STATE OF ALABAMA
JAN 21 11 25 AM '92
MADISON COUNTY
RECORDED
INDEXED

Walston, Stalley, Wells

7.50
1.00
.25
1.00
9.75

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

Eugene M. McLain
Eugene M. McLain
A Married Man

AMSOUTH BANK N.A.

By [Signature]
Its Senior Vice President

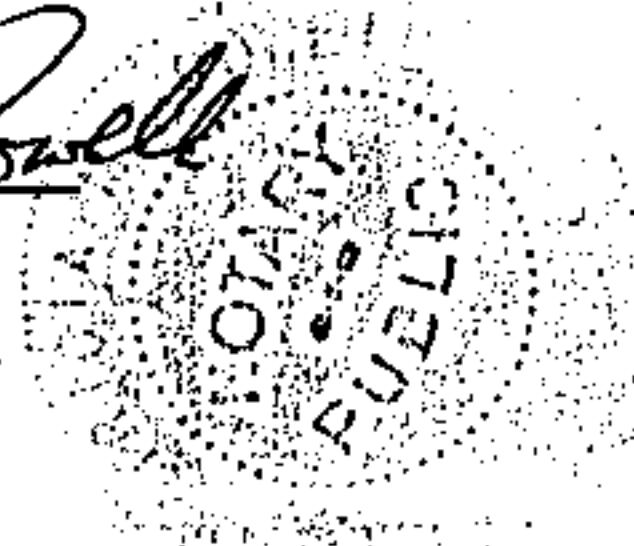
STATE OF ALABAMA)

Madison COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Eugene M. McLain, 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 17th day of January, 1992.

Patricia M. Powell
Notary Public



AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES 10/21/95

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack G. Hays, whose name as Senior 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.

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1773 1074

Given under my hand and official seal this the 17 day of January, 1992.

Kay K. Bains
Notary Public

AFFIX SEAL

MY commission expires: 10/16/92

This instrument prepared by:

Kay K. Bains
WALSTON, STABLER, WELLS,
ANDERSON & BAINS
505 N. 20th Street, Suite 500
P. O. Box 830642
Birmingham, Alabama 35283-0642
(205) 251-9600

I certify that no additional money
was loaned on this amendment.

Forrest D. Warrington
Attorney for Mortgagee

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE

I hereby certify that the foregoing instrument was filed for record in the
office on 1-21-92 at 11:25 o'clock A. M. and duly recorded
Deed Tax _____ Mortgage Tax _____ FRANK H. RIDDICK, Judge of Probate.

CERTIFICATE OF MORTGAGE HOLDER

The undersigned AmSouth Bank N.A. hereby certifies to the Judge of Probate of Shelby County, Alabama, that no additional money was loaned to the Mortgagor under the terms of this Mortgage Amendment, and the debt secured hereby has been fully taxed on the recording of the following mortgages:

Madison County	1302/568
Madison County	1303/558
Madison County	1332/303
Madison County	1403/794
Madison County	1431/974
Madison County	1460/725
Madison County	1460/612
Madison County	1467/1097
Madison County	1490/1037
Madison County	1512/77
Madison County	1560/392
Madison County	1579/1133

NO TAX COLLECTED

1. Deed Tax	\$	
2. Mng. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	15.00

The Mortgage Amendment attached hereto is filed as additional security under Alabama Code § 40-22-2(4), Code of Alabama 1975, as amended.

STATE OF ALA. SHELBY CO. AMSOUTH BANK N.A.
I CERTIFY THIS
INSTRUMENT WAS FILED

By 92 FEB 25 AM 9:59 *[Signature]* Senior Vice President

STATE OF ALABAMA JUDGE OF PROBATE
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack G. Hays, whose name as Senior 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 19th day of February, 1992.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 5-15-94