

Prepared by and return to:
Collateral Department
AmSouth Bank N.A.
P. O. Box 11007
Birmingham, AL 35288

STATE OF ALABAMA)

COUNTY OF SHELBY)

10/26/1992-24611
01:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE # 1992-24611
002 REC 30.55

AMENDMENT TO MORTGAGE

This agreement, made this 15th day of OCTOBER, 1992, by and between C. Stuart Johnson and Margaret A. Johnson ("Mortgagors"), C. Stuart Johnson (the "Borrower") and AmSouth Bank N.A., a national banking association ("Lender").

RECITALS

A. On November 6, 1989, the Mortgagors executed and delivered to Lender a mortgage in the amount of \$650,000.00 which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 269 at page 95 (the "Mortgage"). The Mortgage indicated that it secured a note of even date from the Mortgagors to the Lender.

B. It was the intent of the parties that the Mortgage secure two notes already existing at the time the Mortgage was taken. One is a master note dated February 20, 1987 in the amount of \$350,000.00 executed by Borrower (the "Master Note") and the other is a term note in the original amount of \$266,864.59 dated September 1, 1987 also executed by Borrower (the "Term Note"), together referred to as the "Liabilities".

C. Borrower has requested an additional advance in the amount of \$19,689.57 on the Term Note. Lender has agreed to make the additional advance provided the Mortgage is amended as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND TO INDUCE THE LENDER TO MAKE THE ADDITIONAL ADVANCE TO THE BORROWER, THE PARTIES AGREE AS FOLLOWS:

1. The Mortgage is hereby amended by deleting the words and figures "Six Hundred Fifty Thousand Dollars" and "\$650,000.00" wherever the same may appear, and to insert in lieu thereof the words and figures "Six Hundred Sixty Nine Thousand Six Hundred Eighty Nine & 57/100 Dollars" and "\$669,689.57".
2. The Mortgage secures the Liabilities.
3. The term "Note" or "Promissory Note" as used in the Mortgage shall refer to such instruments as the same have been modified by a Modification to Note for Business and Commercial Loans dated OCTOBER 15th, 1992, and as the same may hereafter be extended, renewed, or modified.
4. 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. Mortgagors confirm that they have no defenses or offsets with respect to their obligations pursuant to the Mortgage as herein amended.

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

C. Stuart Johnson
C. Stuart Johnson, individually as
Borrower and as one of the Mortgagors

Margaret A. Johnson
Margaret A. Johnson

AmSouth Bank N.A.

BY:

W. Paul Hucheco
Its 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 C. Stuart Johnson and Margaret A. Johnson whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 15th day of OCTOBER, 1992.

Notary Must Affix Seal

Linda L. Vacarella
Notary Public

My commission expires: 10-12-96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that W. PAUL HUCKEBA whose name as 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 the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal of office this 15th day of OCTOBER, 1992.

Notary Must Affix Seal

Linda L. Vacarella
Notary Public

My commission expires: 10-12-96

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