

AMENDMENT TO FUTURE ADVANCED MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

This AMENDMENT TO FUTURE ADVANCED MORTGAGE (this "Amendment") is made between Michael N. Verciglio d/b/a Verciglio Company (the "Mortgagor") and AmSouth Mortgage Company, Inc. (the "Mortgagee"), this 18th day of February, 1993.

The Mortgagors previously executed a Future Advanced Mortgage in favor of the Mortgagee, dated August 17, 1992 (the "Mortgage"), securing advances made or to be made under a mortgage note between the Mortgagors and the Mortgagee, dated August 17, 1992 (the "Note"), and the Mortgage was filed in the Office of the Judge of Probate of Shelby County, Alabama, on August 24, 1992 and recorded as Instrument #1992-17850.

The Mortgagors and the Mortgagee have executed an Amendment to the Mortgage Note, increasing the Mortgagors' indebtedness (the "indebtedness") under the Note from \$275,000 to \$310,000, and it is necessary to amend the Mortgage so as to secure this increase in the indebtedness and to make certain other changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties acknowledge, and to secure the payment of (as) all advances the Mortgagee previously or from time to time hereafter makes to the Mortgagors under the Note, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the indebtedness; (b) all FINANCE CHARGES payable on such advances, or any part thereof; (c) all other charges, costs and expenses the Mortgagors now or later owe to the Mortgagee under the Mortgage Note, and any extension or renewal thereof; (d) all advances the Mortgagee makes to the Mortgagors under the terms of the Mortgage, as amended; and (e) to secure compliance with all of the stipulations contained in the Mortgage Note, as amended, and in the Mortgage, as here amended, the Mortgagors and the Mortgagee agree as follows:

1. The Mortgage is amended to secure the payment of the increase in the indebtedness to an aggregate unpaid principal balance of Three Hundred Ten Thousand and no/100 (\$310,000.00) Dollars.

2. The Mortgage secures only those advances the Mortgagee previously made or hereafter makes to the Mortgagors under the Note as amended, and any renewals or extensions thereof, up to a maximum principal amount at any one time outstanding not exceeding the increased indebtedness.

3. The Mortgage is amended to provide that the Mortgage shall continue in full force and effect until (i) the Mortgagors shall have fully paid the indebtedness thereby secured; and (ii) the Mortgagors shall have fully performed all obligations imposed on them under the Note, as amended.

4. The Amendment shall bind the Mortgagors' heirs, successors and assigns, but the Mortgagors may not assign any of the Mortgagors' obligations under this Amendment or the Mortgage without the Mortgagee's written consent. All covenants and agreements of the Mortgagors in the Mortgage and this Amendment shall be joint and several. Any cosigner of the Mortgage or this Amendment who does not execute the Mortgage Note or the Amendment to the Mortgage Note between the Mortgagors and the Mortgagee is consigning the Mortgage, as amended, only to mortgage, bargain, sell, grant and convey that cosigner's interest in the Property to the Mortgagee under the terms of the Mortgage, as amended, and agrees that the Mortgagee and any of the Mortgagors may agree to extend, modify, forbear or make any other accommodation with regard to the Mortgage, as amended, or the Mortgage Note without the cosigner's consent and without releasing the cosigner or modifying the Mortgage, as amended, as to that cosigner's interest in the Property.

5. If any provision of this Amendment is unenforceable, that will not affect the validity of any other provision hereof or any provision of the Mortgage.

6. This Amendment will be interpreted under and governed by the laws of Alabama.

7. The Mortgagors ratify and confirm the conveyance of the Mortgage and all the terms, covenants and conditions thereof, except as amended by this Amendment.

Courtney

02/22/1993-05068
12:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 61.50

Inst # 1993-05068

IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have executed this Amendment under seal on this 18th day of February, 1993.

MORTGAGORS:

MORTGAGEE:

MICHAEL N. VERCIGLIO D/B/A
VERCIGLIO COMPANY

AMSOUTH MORTGAGE COMPANY, INC. (SEAL)

Michael N. Verciglio (SEAL)
Michael N. Verciglio

BY: Anthony M. Robbins
Anthony M. Robbins
TITLE: Vice President

This instrument was prepared by:

Peggy McInvale
SECRETARY FOR
AMSOUTH MORTGAGE COMPANY, INC.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael N. Verciglio d/b/a Verciglio Company 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of February, 1993.

Courtney H. Mason
Notary Public Courtney H. Mason

My commission expires: 3-5-95

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony M. Robbins whose name as Vice President of AmSouth Mortgage Co., Inc., a 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 17th day of February, 1993.

Coselyn D. Kierul
Notary Public

My commission expires: 12-5-96

Inst # 1993-05068

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