

This instrument prepared by:

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✓ 2000 SouthBridge Parkway  
Suite 525  
Birmingham, Alabama 35209

STATE OF ALABAMA )

SHELBY COUNTY )

Inst # 1993-34454

11/02/1993-34454  
03:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 232.00

**FIRST AMENDMENT  
TO  
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT** is made and entered into as of the 1st day of October, 1993, by and between **JAMES E. FORTNER** ("Mortgagor") and **FIRST COMMERCIAL BANK**, an Alabama state banking corporation ("Mortgagee").

**WHEREAS**, Mortgagor executed and delivered to Mortgagee a certain Real Estate Mortgage and Security Agreement (the "Mortgage") dated October 17, 1989, and recorded in the Probate Office of Shelby County, Alabama, in Real Book 262, Page 188; and

**WHEREAS**, Mortgagor and Mortgagee have agreed to amend the Mortgage on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. In addition to the specific indebtedness described in the Mortgage, Mortgagor and Mortgagee acknowledge and agree that the Mortgage secures all other indebtedness

(including future advances) now or hereafter owed by Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and the Mortgage specifically secures, without limitation:

(i) that certain Promissory Note executed and delivered by JEF & Company, Inc. to Mortgagee in the original principal amount of \$400,000.00 and dated December 31, 1990; and

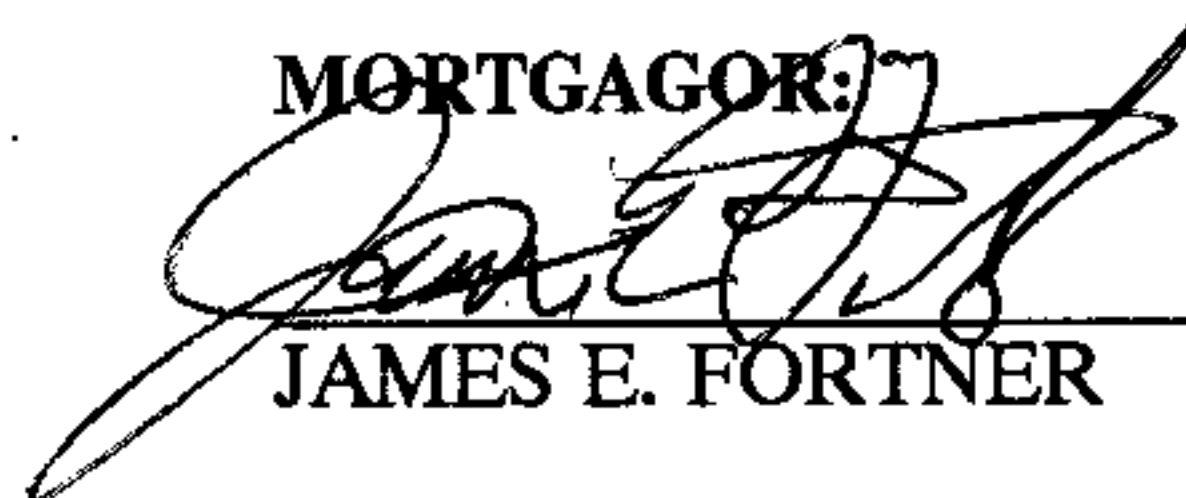
(ii) that certain Promissory Note executed by Mortgagor to Mortgagee in the original principal amount of \$84,529.12 and dated July 8, 1993.

2. Mortgagor and Mortgagee further certify that this amendment is being recorded in part as additional security for indebtedness secured by the Mortgage, upon which mortgage recording privilege taxes have been paid, and that the amount of new indebtedness secured by the Mortgage, as hereby amended, is \$145,000.00.

3. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are hereby ratified and affirmed.

**IN WITNESS WHEREOF**, the undersigned Mortgagor and Mortgagee have caused this Amendment to be duly executed as of the date first above written.

**MORTGAGOR:**

  
\_\_\_\_\_  
JAMES E. FORTNER

**MORTGAGEE:**

**FIRST COMMERCIAL BANK**

By: *A. Todd Beard*  
A. Todd Beard  
Its Vice President

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that James E. Fortner, an individual 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 the 1<sup>st</sup> day of October, 1993.

*Betty J. Brown*  
Notary Public

My Commission Expires: 6-2-96

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. Todd Beard, whose name as Vice President of First Commercial Bank, 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 thereof, 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 1<sup>st</sup> day of October, 1993.

*Betty J. Brown*  
Notary Public

My Commission Expires: 6-2-96

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