

THIS INSTRUMENT PREPARED BY:

Mr. William R. Hill, Jr.

ATTORNEY AT LAW

111 - 6th Street North

Suite B

Clanton, AL 35045

STATE OF ALABAMA)

COUNTY OF Shelby)

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "First Amendment") is made and entered into this the 23rd day of December, 1993 by HENRY L. LAWS, (hereinafter collectively called the "Mortgagor", whether one or more) as mortgagor and NOBLE W. FENNELL, JR., (hereinafter called the "Mortgagee"), as mortgage.

WITNESSETH:

WHEREAS, heretofore Mortgagor has made a loan to the Mortgagee, said Mortgage being recorded in Book 425, Page 392 as recorded in the Probate Office of Shelby County, Alabama; and

WHEREAS, the terms and conditions of that certain Promissory Note secured by said Mortgage has been amended simultaneously herewith by the execution of a First Amendment to Real Estate Mortgage Note whereby the due date, interest rate and monthly mortgage payment and the mortgagee have been amended.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to induce the Mortgagee to execute the Amended Note, the Mortgagor hereby agrees as follows:

1. Amendments to the Mortgage. The Mortgage is hereby amended as follows: All references to the Note shall refer to the Real Estate Mortgage Note as Amended of even date herewith together with any extension or renewal Note executed with respect to the Real Estate Mortgage Note.

2. Representations and Warranties; No Default. The Mortgagor hereby represents and warrants that all the representations and warranties set out in the Note and the Mortgage, as amended, are true and correct as of the date hereof, and the Mortgagor does hereby further represent and warrant to the Mortgagee that the Mortgagor is in compliance with all the terms and provisions set forth in the Note and the Mortgage, on its part to be observed and performed, and that no Event of Default specified in the Note and the Mortgage, as amended, nor any event which upon notice or lapse of time or both would constitute such an Event of Default, has occurred and is continuing.

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10:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

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

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this First Amendment by executing any one or more of such counterparts.

5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the Mortgagor has caused this First Amendment to be executed and delivered by its duly authorized officers on the day and year first above written.

MORTGAGOR:

Henry L. Laws
HENRY L. LAWS

AGREED to and accepted this the 23 day of December, 1993.

MORTGAGEE:

Noble W. Fennell, Jr.
NOBLE W. FENNELL, JR.

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that HENRY L. LAWS whose name is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of December, 1993.

[Signature]
NOTARY PUBLIC

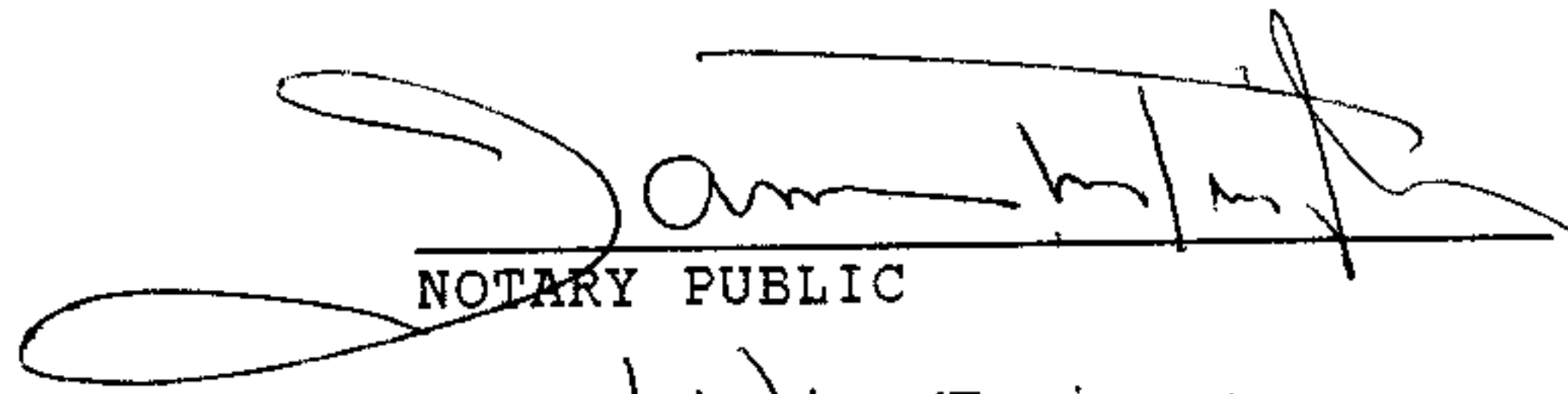
My Commission Expires:

7/28/94

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that NOBLE W. FENNELL, JR. whose name is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of December, 1993.



NOTARY PUBLIC
My Commission Expires: 7/25/95

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