

Prepared by and return to:  
Sharon D. Manor  
Commercial Loan Processing  
AmSouth Bank N.A.  
P.O. Box 11007  
Birmingham, AL 35288

STATE OF ALABAMA     )  
SHELBY COUNTY        )

**SECOND AMENDMENT TO MORTGAGE**

This agreement, made this 14th day of January, 1994, by and between Arthur Serwitz and wife, Joyce R. Serwitz (the "Mortgagor") and AmSouth Bank N.A., a national banking association (the "Mortgagee").

Recitals

A. On May 23, 1986, the Mortgagor executed and delivered to the Mortgagee a mortgage in the amount of \$300,000.00 which mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 073 at Page 890 (the "Mortgage") as security for a loan from Mortgagee to Mortgagor in the principal sum of \$300,000.00. On May 24, 1991, the Mortgage was amended to reflect the new amount of \$385,940.59, which Amendment to Mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 351, Page 19 (the "Amendment").

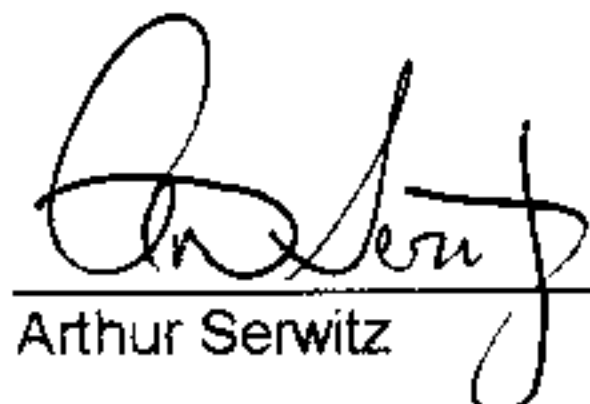
B. The balance on the loan to the Mortgagor was \$261,212.68 prior to this amendment. The Mortgagor has requested an additional loan in the principal sum of \$61,787.32 and Mortgagee has agreed to make such loan provided the Mortgage is amended as hereinafter set forth.

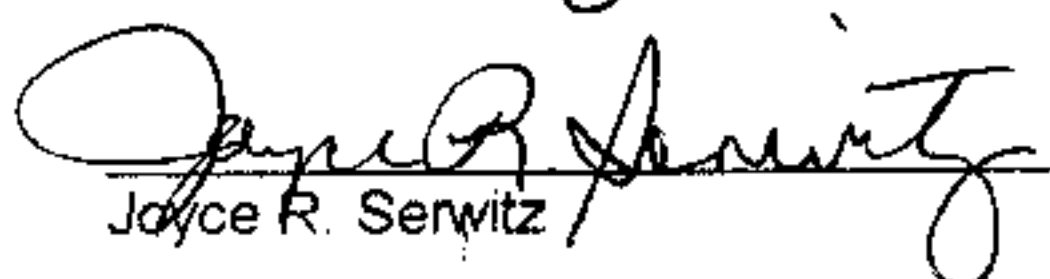
Agreement

Now, therefore, in consideration of the recitals, to induce the Mortgagee to make an additional loan to Mortgagor the parties agree as follows:

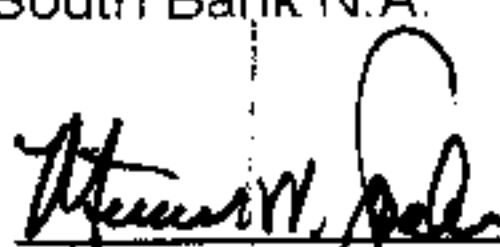
1. The Mortgage is hereby amended by deleting the words and figures "Three Hundred Eighty Five Thousand Nine Hundred Forty & 59/100 Dollars" and "385,940.59" wherever the same appear, and to insert in lieu thereof the words and figures "Four Hundred Forty Seven Thousand Seven Hundred Twenty Seven & 91/100 Dollars" and "447,727.91".
2. The term "Note" and "Promissory Note" as used in the Mortgage shall refer to such instruments as the same have been modified by that certain Note for Business and Commercial Loans dated January 14, 1994, in the amount of \$323,000.00, and as the same may hereinafter be extended, renewed, or modified.
3. 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. Mortgagor confirms 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 Second Amendment to Mortgage to be executed on the day and year first written above.

  
Arthur Serwitz

  
Joyce R. Serwitz

AmSouth Bank N.A.

By:   
Its: Vice President

02/08/1994-04248  
12:17 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MJS 103.70

Inst # 1994-04248

**ACKNOWLEDGMENT FOR INDIVIDUAL**

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

I, the undersigned authority, a Notary Public, in for said County in said State, hereby certify that Arthur Serwitz and Joyce R. Serwitz, 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 official seal this 14th day of January, 1994.

Angela Dorian Mitchell  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES OCTOBER 19, 1996

NOTARY MUST AFFIX SEAL

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Michael W. Jordan whose name as Vice President of AmSouth Bank N.A., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 corporation.

Given under my hand and official seal this 14th day of January, 1994.

Angela Mitchell  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES OCTOBER 19, 1996

NOTARY MUST AFFIX SEAL

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