

**AMENDMENT TO  
NOTE, MORTGAGE AND  
CONSTRUCTION/PERMANENT LOAN AGREEMENT**

This AMENDMENT is made and entered into on this the 28th day of March, 1994, by and between Richard A. Franey and wife, Deanna S. Franey (the "Borrowers"), and AmSouth Mortgage Company, Inc., (the "Lender").

**Recitals**

A. The Lender heretofore loaned or agreed to loan to the Borrowers the sum of \$150,000.00 (the "Loan"). The Loan is evidenced by that certain note (together with an addendum thereto) dated June 7, 1993, in the principal amount of the Loan executed by the Borrowers in favor of the Lender, (the "Note"). The Note is secured by a mortgage (together with a rider thereto) of even date with the Note recorded in ~~BOOK~~ Inst. #1993-17042 ~~XXXX~~, in the Probate Office of Shelby County, Alabama (the "Mortgage"). The Note is the note referred to in that certain Construction/Permanent Loan Agreement of even date with the Note executed by the Borrower and the Lender (the "Loan Agreement").

B. The construction of the improvements contemplated by the Loan Agreement has now been completed, and the Loan is due to be converted to a permanent loan as provided in Section 3.13 of the Loan Agreement. The Borrowers have requested that the Lender increase the amount of the Loan by \$15,000.00 for a total Loan amount of \$165,000.00, and the Lender has agreed to such increase. In connection with the conversion of the Loan to a permanent loan, the Lender and the Borrowers desire to modify the Note, the Mortgage, and the Loan Agreement to properly reflect such increased amount of the Loan and the resulting terms of repayment of the Loan.

**Agreement**

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Lender hereby agree as follows:

1. The Note, the Mortgage, and the Loan Agreement are hereby amended by increasing the principal amount thereof by Fifteen Thousand and No/100ths Dollars (\$15,000.00) from One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) to One Hundred Sixty Five Thousand and No/100ths Dollars (\$165,000.00). The figure \$150,000.00 is

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hereby deleted from the Note, the Mortgage, and the Loan Agreement wherever it appears and is replaced with the figure \$165,000.00.

2. The Note is hereby amended and modified as follows:

Borrower will pay the principal of (including, without limitation, the additional advance made on the date of this agreement) and interest on the Loan in 180 consecutive monthly installments of \$ 1,553.10 each, on the 1st day of each month commencing May 1, 1994, and a final installment equal to all of the principal of and interest on the Loan then remaining unpaid shall be due and payable on April 1, 2009.


3. Except as specifically modified and amended by this agreement, all terms and provisions of the Note (including, without limitation, the interest rate), the Mortgage and the Loan Agreement shall remain in full force and effect in accordance with their terms. The Borrower acknowledges and agrees that the Mortgage shall continue in full force and effect as security for the Note.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and date first above written.

  
RICHARD A. FRANEY

  
DEANNA S. FRANEY

AMSOUTH MORTGAGE COMPANY, INC.

By:   
Its: Vice President

STATE OF ALABAMA )  
 )  
Shelby COUNTY )

I, the undersigned, a Notary Public, in and for said County and in said State, hereby certify that Richard A.

Franey and wife, Deanna S. Franey, 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 28th day of March, 1994.

Dawn Raso

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3/26/98

STATE OF ALABAMA )  
 )  
 \_\_\_\_\_ COUNTY )

I, the undersigned, a Notary Public, in and for said County and in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of AmSouth Mortgage Company, 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 said instrument, he/she 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

This instrument prepared by:  
A. Lee Hardegree, III  
P. O. Box 11007  
Birmingham, Alabama 35288

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