

AMENDMENT TO MORTGAGE

Inst # 1994-32189

STATE OF ALABAMA

COUNTY OF JEFFERSON

10/27/1994-32189
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 33.60

THIS AGREEMENT, MADE THIS 12TH DAY OF OCTOBER, 1994, BY AND BETWEEN JOSEPH W. HILLIN, SR. AND DOROTHY A. HILLIN ("BORROWER") AND HIGHLAND BANK, A STATE BANKING CORPORATION ("LENDER").

R E C I T A L S:

A. ON DECEMBER 24, 1992, JOSEPH W. HILLIN, SR. AND WIFE DOROTHY A. HILLEN EXECUTED AND DELIVERED TO LENDER A MORTGAGE IN THE AMOUNT OF SEVENTEEN THOUSAND AND 00/100 DOLLARS, \$17,000.00 WHICH MORTGAGE IS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN REAL VOLUME 1993 PAGE 00421 (THE "MORTGAGE") AS SECURITY FOR A LOAN BY LENDER TO BORROWER IN THE PRINCIPAL SUM OF SEVENTEEN THOUSAND AND 00/100 DOLLARS, \$17,000.00.

B. BORROWER HAS REQUESTED AND LENDER HAS AGREED TO RENEW THE ORIGINAL LOAN WHICH WILL HAVE A BALANCE OF THIRTEEN THOUSAND THREE HUNDRED SIXTY ONE AND 86/100 DOLLARS, \$13,361.86, PROVIDED THE MORTGAGE IS AMENDED AS HEREINAFTER SET FORTH.

A G R E E M E N T

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND TO INDUCE THE LENDER TO MAKE AN ADDITIONAL LOAN TO BORROWER, THE PARTIES AGREE AS FOLLOWS:

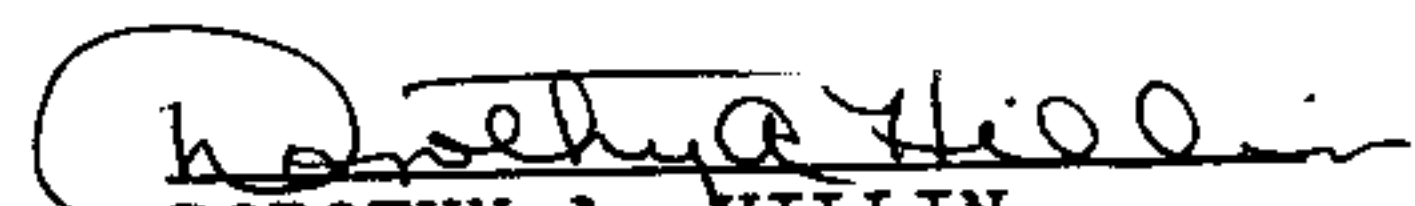
1. THE MORTGAGE IS HEREBY AMENDED BY DELETING THE WORDS "DUE AND PAYABLE ON SEPTEMBER 5, 1996" WHEREVER THE SAME APPEAR, AND TO INSERT IN LIEU THEREOF THE WORDS " DUE AND PAYABLE ON APRIL 5, 1997."

2. THE TERM "NOTE" OR "PROMISSORY NOTE" AS USED IN THE MORTGAGE SHALL REFER TO SUCH INSTRUMENTS AS THE SAME HAVE BEEN MODIFIED BY A RENEWAL NOTE OF EVEN DATE HERewith, AND AS THE SAME MAY HEREAFTER 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. BORROWER CONFIRMS THAT IT HAS NO DEFENSES OR OFFSETS WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THE MORTGAGE AS HEREIN AMENDED.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THIS DAY AND YEAR FIRST WRITTEN ABOVE.


JOSEPH W. HILLIN, SR.


DOROTHY A. HILLIN

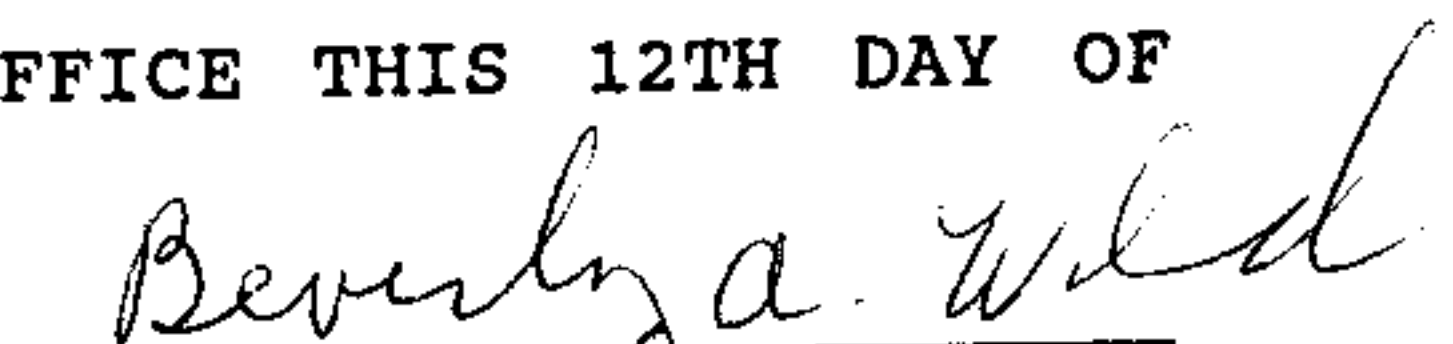

HIGHLAND BANK
BY: DAVID A. TATE

ITS AVP

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, HE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, HEREBY CERTIFY THAT JOSEPH W. HILLIN, SR. AND WIFE, DOROTHY A. HILLIN, WHOSE NAMES AS BORROWERS ARE SIGNED O THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, THEY, AS SUCH BORROWERS, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12TH DAY OF OCTOBER, 1994.

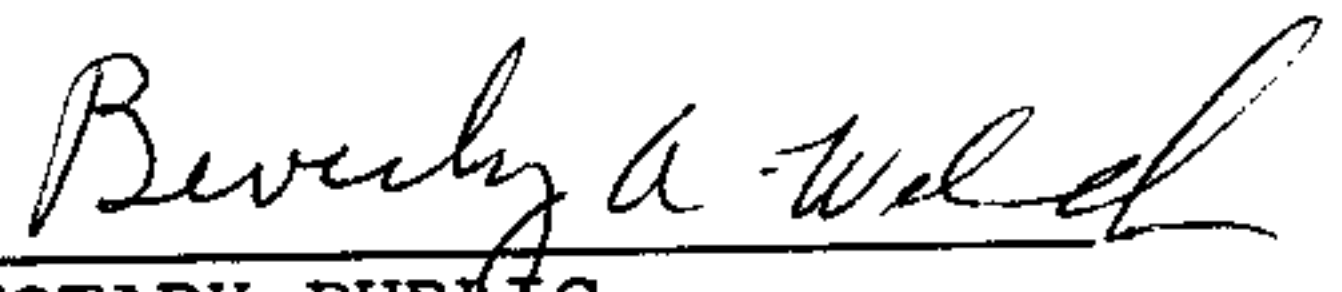

NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 26, 1995

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT DAVID A. TATE AS ASSISTANT VICE PRESIDENT AND BRANCH MANAGER OF HIGHLAND BANK, A STATE BANKING 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, AS SUCH OFFICER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID STATE BANKING CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12TH DAY OF OCTOBER, 1994.


NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 26, 1995

Inst # 1994-32189

10/27/1994-32189
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 33.60