

STATE OF ALABAMA)

SHELBY COUNTY)

100,000.00

FIRST AMENDMENT TO REAL ESTATE MORTGAGE

This First Amendment to Real Estate Mortgage (the "Amendment") executed and delivered this 31st day of March, 1995, by and between Dewey C. Green, and unmarried man, and Alissa F. Northcutt, an unmarried woman (hereinafter collectively referred to as the "Borrower") and COMPASS BANK, an Alabama banking corporation (hereinafter referred to as the "Lender").

Inst # 1995-08951

W I T N E S S E T H:

WHEREAS, Restoration Consultants, Inc., an Alabama corporation, and Lender entered into that certain Revolving Credit Commercial Note dated the 27th day of September, 1994 for a line of credit originally not to exceed an aggregate principal amount at any one time outstanding the sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) (the "Note");

WHEREAS, the Note has been amended by that certain First Amendment to Revolving Credit Commercial Note of even date herewith to (i) increase the principal sum of the line of credit from One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) to Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) and (ii) extend the due date for principal to May 1, 1996; and

WHEREAS the Note is secured by that certain Real Estate Mortgage dated September 27, 1994, between Borrower and Lender as recorded in the records of the office of the Judge of Probate, Shelby County, Alabama at instrument number 1994-30508 (the "Mortgage") in regard to the Property described on Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties hereto desire to amend said Mortgage as hereinafter set forth;

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

1. The Mortgage is hereby amended such that the definition of "Note" as set forth in Paragraph (D) of the first section of the Mortgage shall be as follows:

"Note." The note signed by Borrower and dated September 27, 1994, as the same is amended by that certain First Amendment to Revolving Credit Commercial Note dated March 31, 1995, will be called the "Note." The Note, as amended, shows that I owe Lender the principal sum of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00), plus interest, which I have promised to pay in payments of interest monthly with a final payment of principal due on demand. The final payment may be a

10:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 MCD 166.00

balloon payment which may be refinanced from time to time. "Note" includes any amendments or modifications to the Note.

2. The Mortgage is hereby amended such that the second sentence of the first paragraph of the legal description in the "Description of the Property" section of the Mortgage shall read as follows:

This Mortgage is given to secure that certain Revolving Credit Commercial Note executed by Restoration Consultants, Inc., in favor of Compass Bank dated September 27, 1994, in the principal amount of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00), as the same may be from time to time amended, including, but not limited to, that certain First Amendment to Revolving Credit Commercial Note dated March 31, 1995, increasing the loan amount to Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

3. The Mortgage is hereby ratified and confirmed, as amended hereby.

4. Borrower hereby agrees that at the cost and expense of Borrower and upon the request of Compass Bank, Borrower shall duly execute and deliver, or cause to be duly executed and delivered, to Compass Bank such further instruments and do and cause to be done such further acts as may be reasonably necessary or proper in the opinion of Compass Bank or its counsel to carry out more effectively the provisions and purposes of this Amendment and the Loan Documents, as defined in the Note.

IN WITNESS WHEREOF, each of the parties, intending to be legally bound thereby, has executed this Amendment under seal on the date first above written.

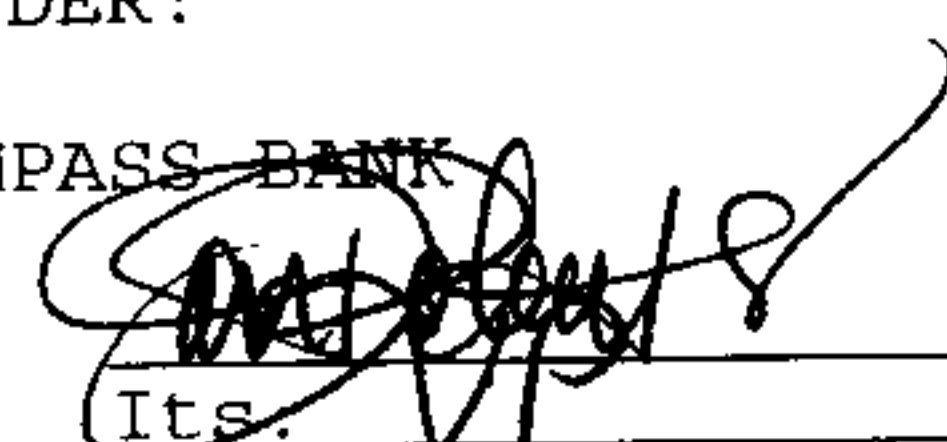
BORROWER:

 (SEAL)
DEWEY C. GREEN

 (SEAL)
ALISSA F. NORTHCUTT

LENDER:

COMPASS BANK

By:  (SEAL)
Its: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dewey C. Green, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1995.



Notary Public

My Commission Expires: 10-21-98

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alissa F. Northcutt, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1995.



Notary Public

My Commission Expires: 10-21-95

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that JAN ROBERTS, whose name as Vice President of Compass Bank is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instruments, he/she, as such officer and with full authority, executed the same for and behalf of Compass Bank on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1995.



Notary Public

My Commission Expires: 10-21-95

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

Lot 13, according to the Survey of Oldham Station, as recorded in Map Book 14, Page 64, in the Probate Office of Shelby County, Alabama.

Inst # 1995-08951

04/07/1995-08951
10:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 166.00