

The amount of additional indebtedness secured by the Mortgage pursuant to this Amendment is \$25,000.00.

This instrument prepared by:

Peter E. Barber, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
2000 SouthBridge Parkway
Suite 525
Birmingham, Alabama 35209

STATE OF ALABAMA)

SHELBY COUNTY)

**FIRST AMENDMENT
TO
MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE is made and entered into as of the 17th day of November, 1995, by and between **DAVID G. HOLCOMB and wife, GINGER J. HOLCOMB**, each individual residents of the State of Alabama ("Mortgagor") and **SHIHAN Y. OYAMA**, an individual resident of the State of Alabama ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Mortgage (the "Mortgage") dated June 2, 1995, and recorded in the Probate Office of Shelby County, Alabama, in Instrument #1995-16463; and

WHEREAS, the property description as contained in said Mortgage was incorrect; and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Mortgagor and Mortgagee hereby agree as follows:

11/20/1995-33339
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 54.50

Inst # 1995-33339

1. The Property which is subject to the Mortgage is hereby amended to include the following described property located in Shelby County, Alabama:

Lots 1-A and 2-A, according to a Resurvey of Lots 1 & 2, amended Map of Saddle Creek Run, a private subdivision, as recorded in Map Book 19 page 109 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

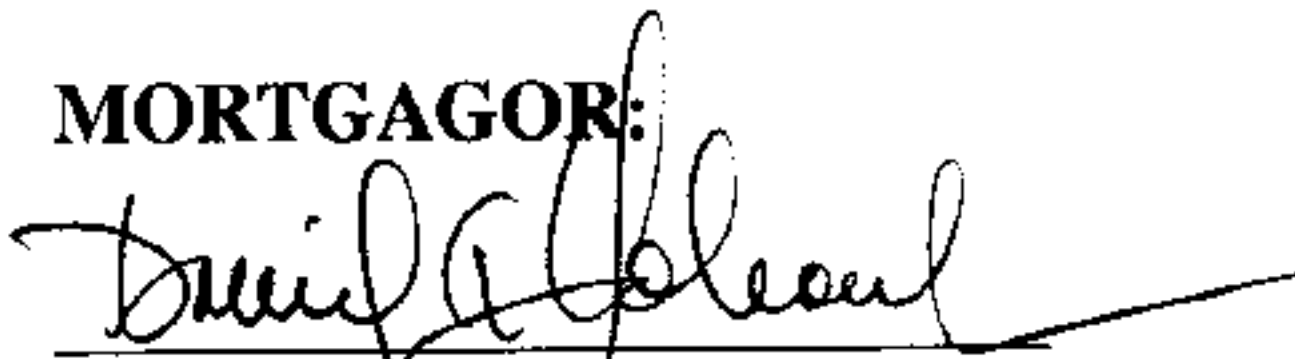
2. In addition to the specific indebtedness described in the Mortgage, Mortgagor and Mortgagee acknowledge and agree that the Mortgage secures that certain Note dated June 2, 1995 in the principal amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Note").


3. Mortgagor and Mortgagee further certify that this amendment is being recorded as additional security for indebtedness secured by the Mortgage, upon which mortgage recording privilege taxes have been paid, and that the amount of new indebtedness secured by the Mortgage, as hereby amended, is \$25,000.00.

4. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are hereby ratified and affirmed.

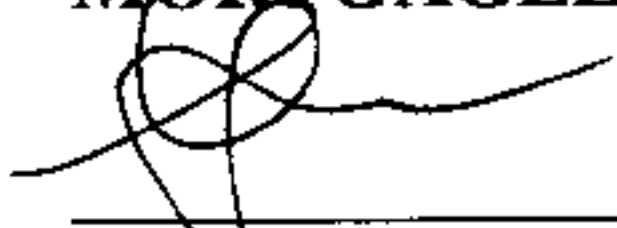
IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have caused this Amendment to be duly executed as of the date first above written.

MORTGAGOR:


David G. Holcomb


Ginger J. Holcomb

MORTGAGEE:




Shihan Y. Oyama

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that David G. Holcomb, an individual whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of November, 1995.




Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 15, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Ginger J. Holcomb, an individual whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of November, 1995.



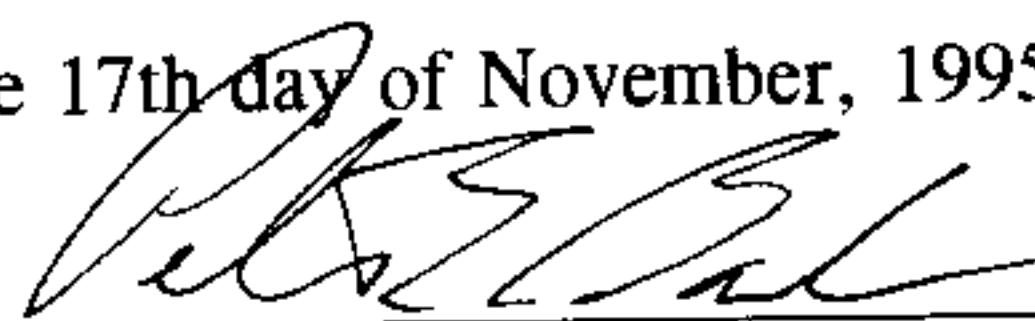
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 15, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Shihan Y. Oyama, an individual whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of November, 1995.


Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 15, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires: _____

Inst # 1995-33339

\\dw\1028\007\correct\amend.1

4
11/20/1995-33339
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 54.50