

FIRST AMENDMENT TO SUBORDINATION AGREEMENT

THIS FIRST AMENDMENT to Subordination Agreement is entered into on this the 22 day of January, 1996 by H. GARY WILKINS and JULIE A. WILKINS (collectively, "Creditor") in favor of FIRST COMMERCIAL BANK (the "Bank").

WITNESSETH:

WHEREAS, Creditor entered into that certain Subordination Agreement in favor of the Bank dated April 7, 1995, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1995-09586 (the "Subordination Agreement") (capitalized terms used herein, but not defined shall have the meanings given to them in the Subordination Agreement); and


WHEREAS, the Subordination Agreement provided that the Subordinate Debt (which was secured by the Subordinate Mortgage was subordinate to certain debt of the Mortgagor to the Bank secured by the First Mortgage; and

WHEREAS, Mortgagor has requested that the Bank increase the amount of the development loan by \$42,000 from \$535,000 to \$577,000, and the Bank has agreed to do so, upon the condition, among others, that Creditor enter into an amendment to the Subordination Agreement to provide that the Subordinate Debt and the Subordinate Mortgage shall be subordinate to the Bank's debt to the Mortgagor secured by the First Mortgage, as amended, to reflect such increase in the loan.

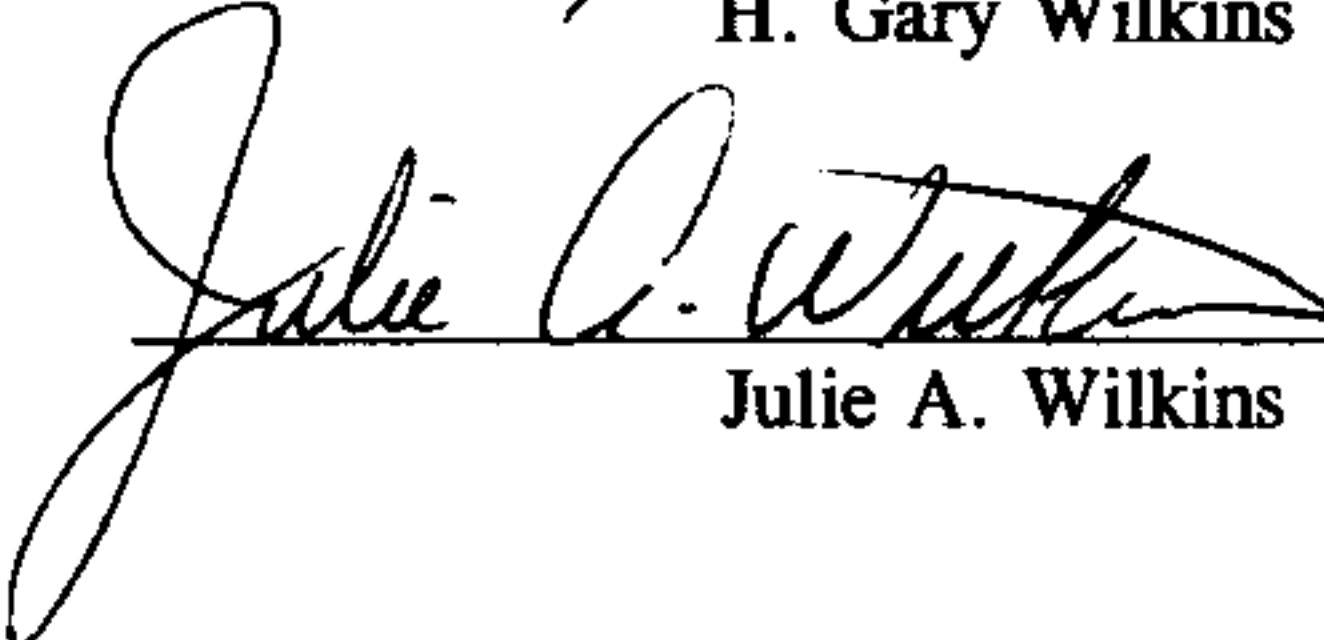
NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Creditor does hereby agree as follows:

1. Creditor hereby consents to a \$42,000 increase in the amount of the loan from the Bank to the Mortgagor.
2. Creditor hereby consents to an amendment to the First Mortgage, pursuant to which the amount of indebtedness secured thereby shall be increased by \$42,000 to reflect this increase in the amount of the loan to the Mortgagor.
3. Creditor hereby consents and agrees that the Subordinate Debt and the Subordinate Mortgage shall be fully subordinate to all indebtedness of the Mortgagor to the Bank, as increased, and to the First Mortgage, as amended, to secure such increase.
4. Except as amended hereby, the Subordination Agreement is unchanged and the same is ratified and confirmed in all respects by the Creditor.

IN WITNESS WHEREOF, Creditor has caused this agreement to be executed on or as of the date first above written.



H. Gary Wilkins



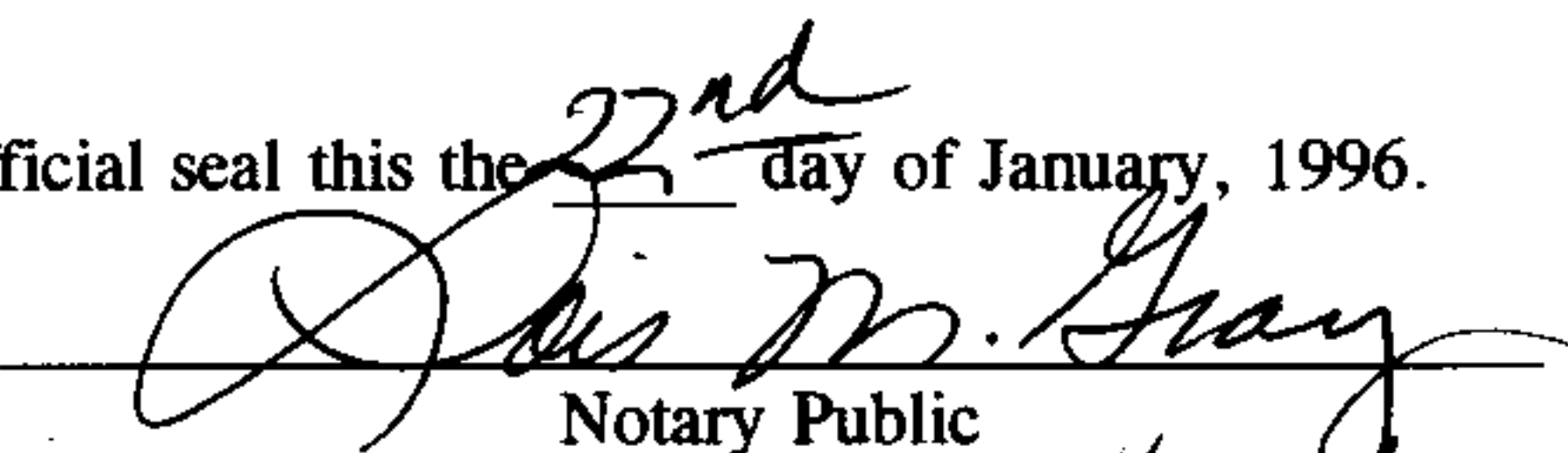
Julie A. Wilkins

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Gary Wilkins and Julie A. Wilkins, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of January, 1996.



Notary Public

[NOTARIAL SEAL]

My commission expires: 8/27/98

Inst # 1996-03993

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02/07/1996-03993
10:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 11.00