

THE STATE OF ALABAMA)
SHELBY COUNTY)

FIRST AMENDMENT TO PROMISSORY NOTE AND MORTGAGE

THIS AGREEMENT, made and entered into this 15th day of January, 1996, by and among Brookstone Construction Company, Inc. ("Brookstone") and James Rice and Shelly A. Wyckoff ("Rice and Wyckoff").

W I T N E S S E T H

WHEREAS, Brookstone did on July 14, 1995, execute and deliver to Rice and Wyckoff various documents in connection with a mortgage loan transaction; and

WHEREAS, the documents executed by Brookstone consist of a certain Promissory Note ("Note") in the amount of Thirty Thousand Dollars and No/100 (\$30,000.00), which said Note is secured by a certain Second Mortgage ("Mortgage") of even date therewith, recorded on July 17, 1995, in Instrument #1995/18784, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the maturity date of said Note and said Mortgage is January 14, 1996; and

WHEREAS, Brookstone has requested that Rice and Wyckoff extend the maturity date of said Note and Mortgage from January 14, 1996 to April 13, 1996; and

WHEREAS, Rice and Wyckoff have agreed to extend the maturity date of said Note and Mortgage to and including April 13, 1996, provided Brookstone pays Rice and Wyckoff all accrued and outstanding interest in the amount of Two Thousand Two Hundred Sixty-Eight and 72/100 Dollars (\$2,268.72) on January 14, 1996.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each of the parties to each other, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Brookstone shall pay to Rice and Wyckoff the sum of Two Thousand Two Hundred Sixty-Eight and 72/100 Dollars (\$2,268.72) on January 14, 1996.

2. Said Promissory Note and Mortgage are each hereby amended by extending the maturity date from January 14, 1996, to April 13, 1996.

3. The entire unpaid principal due on said Note in the amount of Thirty Thousand and 50/100 Dollars (\$30,000.00), together with all accrued and unpaid interest thereon shall be due and payable on April 13, 1996.

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4. The said Note and Mortgage remain in full force and effect in all respects except as amended hereby.

5. Brookstone does hereby ratify and affirm said Note and Mortgage in all respect, as amended hereby.

6. The terms and provisions of this Agreement are binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Brookstone Construction Company, Inc.
an Alabama corporation

By: [Signature] (SEAL)
ALLEN TAJMIR
Its: President

WITNESSES:

[Signature] (SEAL)
JAMES RICE
[Signature] (SEAL)
SHELLY A. WYCKOFF

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allen Tajmir, as President of Brookstone Construction Company, Inc., an Alabama corporation, whose name is signed to the foregoing First Amendment to Promissory Note and Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Promissory Note and Mortgage he, 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 the 15^E day of January, 1996.

[Signature]
NOTARY PUBLIC
My Commission Expires: 3/5/96

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Rice, whose name is signed to the foregoing First Amendment to Promissory Note and Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Promissory Note and Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15^E day of January, 1996.

Mary Douglas Hawkins
NOTARY PUBLIC
My Commission Expires: 3/5/96

THE STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shelly A. Wyckoff, whose name is signed to the foregoing First Amendment to Promissory Note and Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Promissory Note and Mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20^E day of January, 1996.

Mary Douglas Hawkins
NOTARY PUBLIC
My Commission Expires: 3/5/96

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