

AMENDMENT TO MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

This agreement, made this 2ND day of APRIL 1996, between JAMES T. JUSTICE AND MOLLY P. JUSTICE (Borrowers) and Highland Bank, a state banking corporation, ("Lender").

Inst # 1996-13865

R E C I T A L S:

A. On JULY 10, 1995, JAMES T. JUSTICE & MOLLY P. JUSTICE executed and delivered to lender a mortgage in the amount of TWENTY THOUSAND DOLLARS AND NO/100 (\$ 20,000.00), which mortgage recorded in the office of the Judge of Probate of SHELBY County, Alabama in Real Volume 1995, Page 19760 ("THE MORTGAGE") as security for a loan by lender to borrower(s) in the principal sum of TWENTY THOUSAND DOLLARS AND NO/100 (\$ 20,000.00).

B. Borrower has requested and lender has agreed to increase the original loan to THIRTY THOUSAND DOLLARS AND NO/100 (\$ 30,000.00) provided the mortgage is amended as hereinafter set forth.

C. Borrower has requested and lender has agreed to extend the maturity date from _____ to _____.

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's, the parties agree as follows:

1. The mortgage is hereby amended by deleting the words and figures "TWENTY THOUSAND DOLLARS AND NO/100" (\$ 20,000.00) and the words due and payable on _____ wherever the same appear, and to insert in lieu thereof the words and figures "THIRTY THOUSAND DOLLARS AND NO/100" (\$ 30,000.00) and "due and payable on" _____.

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.

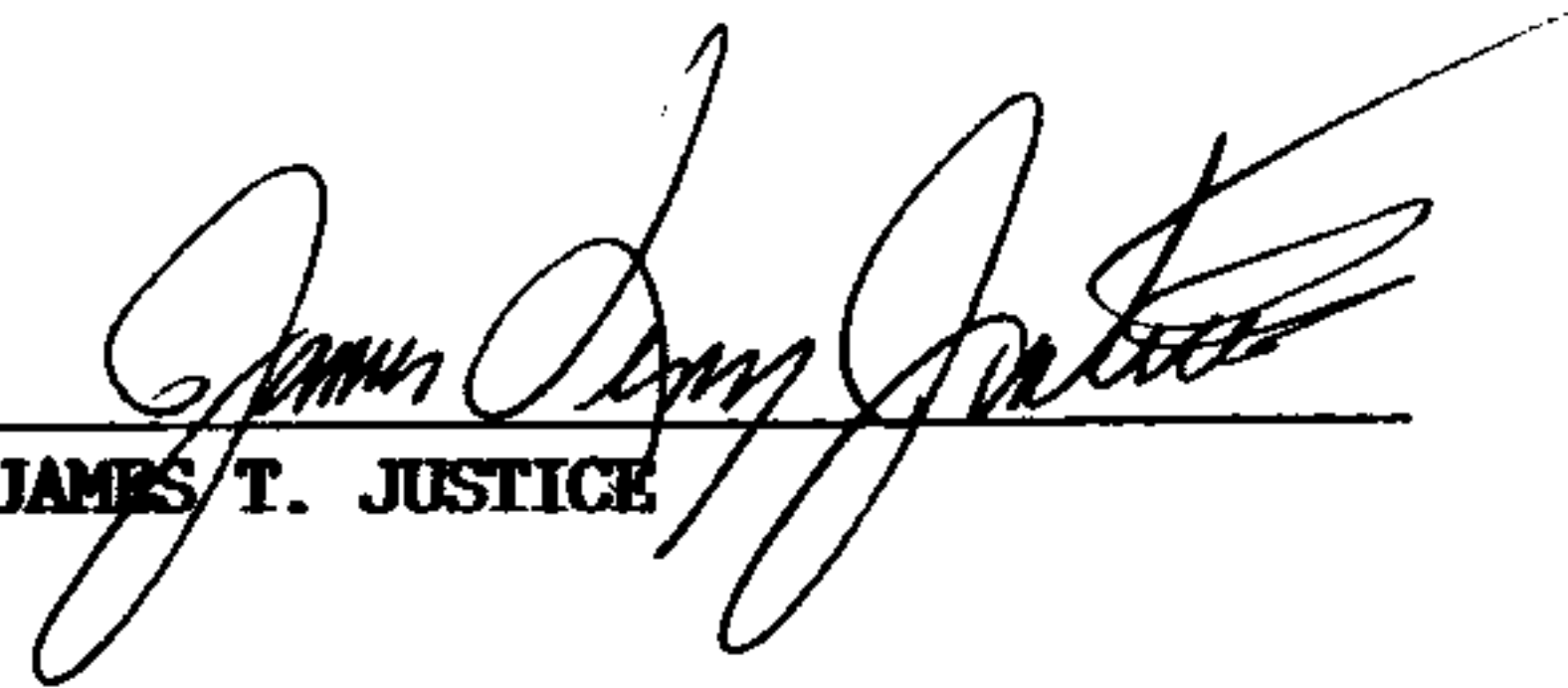
3. Except as herein amended, the mortgage shall remain in full force and effect and shall not be affected by any subsequent renewals, modifications or extensions of the indebtedness; and except as herein amended, the mortgage is hereby ratified and affirmed in all respects. Borrower(s) confirm that it has

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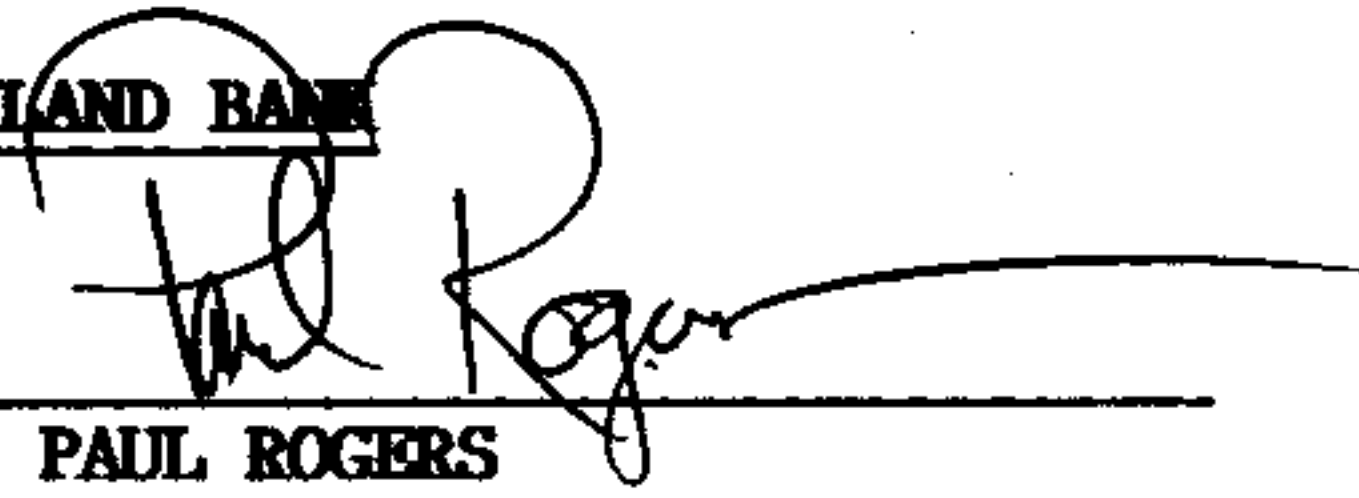
no defenses or offsets with respect to its obligations pursuant to the mortgage as herein amended.

4. The term "indebtedness", as used in the mortgage, includes any amounts the borrower(s) owe(s) the lender under the mortgage or any instrument secured by this mortgage and all modifications, extensions and renewals thereof.

In witness whereof, the parties have caused this agreement to be executed on this day and year first written above.


JAMES T. JUSTICE


MOLLY P. JUSTICE

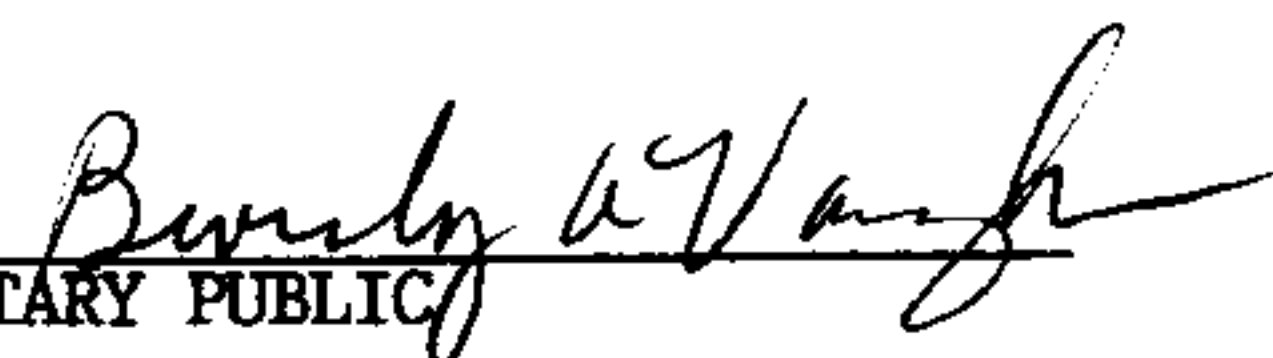

HIGHLAND BANK

BY: PAUL ROGERS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a notary public, hereby certify that JAMES T. JUSTICE AND WIFE MOLLY P. JUSTICE, whose name(s) ARE signed to the foregoing instrument and who is known to me acknowledged before me on this day being informed of the contents of said instrument, she as such executed the same voluntarily on the day the same bears date.

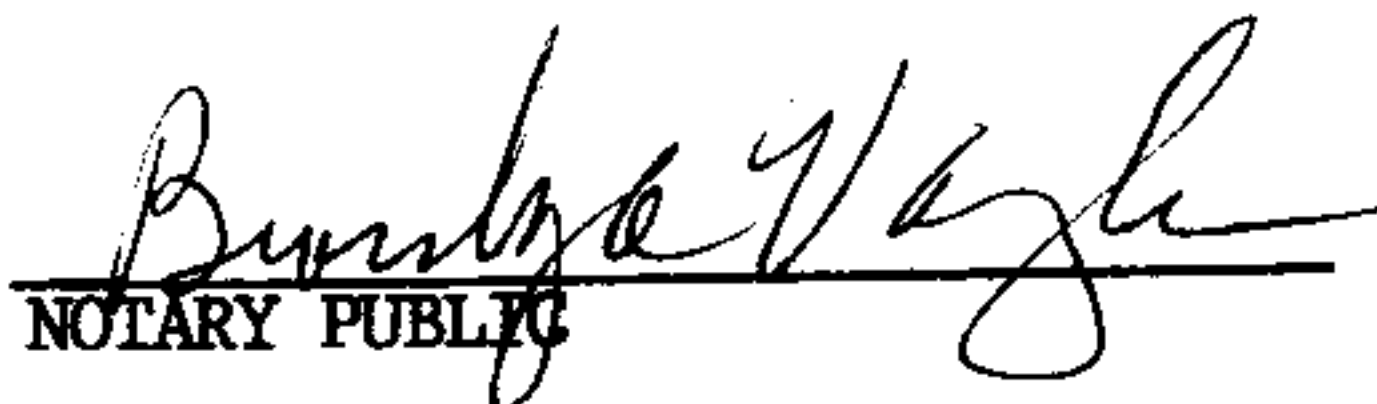
Given under my hand and seal of office this 2ND day of APRIL, 1996.


NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that PAUL ROGERS, LOAN OFFICER 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 2ND day of APRIL, 1996.


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