

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is by and between Robert E. Willey, and wife, Wendy Willey ("Borrowers") and Collateral Mortgage, Ltd., an Alabama limited partnership ("Lender"), dated the 8th day of September, 1996.

RECITALS

On December 8, 1995, Borrowers entered into a mortgage (the "Mortgage") with Lender covering Lot 128, according to the Survey of Kentwood, Third Edition, Phase One ("Lot 128"), as recorded in Map Book 19, at Page 26, in the Probate Office of Shelby County, Alabama. The Mortgage was given to secure a debt in the principal amount of One Hundred Fifty-Six Thousand Six Hundred Fifty and No/100 Dollars (\$156,650.00) and is recorded as Instrument 1995-35722 in the Office of the Judge of Probate of Shelby County, Alabama.

Borrowers have learned that a portion of the improvements previously thought to lie within Lot 128 in fact encroached onto adjoining Lot 129. To eliminate the encroachments, an agreement was reached with the owner of Lot 129 to resubdivide Lots 128 and 129 in a manner that would include within the resubdivided property owned by Borrowers the improvements that encroached from Lot 128 onto Lot 129.

The purpose of this Amendment to Mortgage is to amend the description of the property under the mortgage so that the mortgaged property will include the additional property gained by virtue of the resubdivision.

NOW, THEREFORE, in consideration of the premises, Borrowers and Lender do hereby amend the Mortgage as follows:

Inst # 1996-29665

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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

1. The following property description is deleted:

Lot 128, according to the Survey of Kentwood, Third Edition, Phase One, as recorded in Map Book 19, at Page 26, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

2. The following property description is substituted for that deleted:

Lot 128 of "A Resurvey of Lots 128 and 129, Kentwood, Third Addition, Phase One, as recorded in Map Book 21, at Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.

No provision of the Mortgage other than the description shall be affected by this Amendment. Borrowers affirm the validity and enforceability of all of the terms and conditions of the Mortgage, as amended.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first set forth above.

Pat Berry
Witness

Pat Berry
Witness

Pam Bishop
Witness

Robert E. Willey
Robert E. Willey
ms [REDACTED]

Wendy Willey
Wendy Willey
ms [REDACTED]

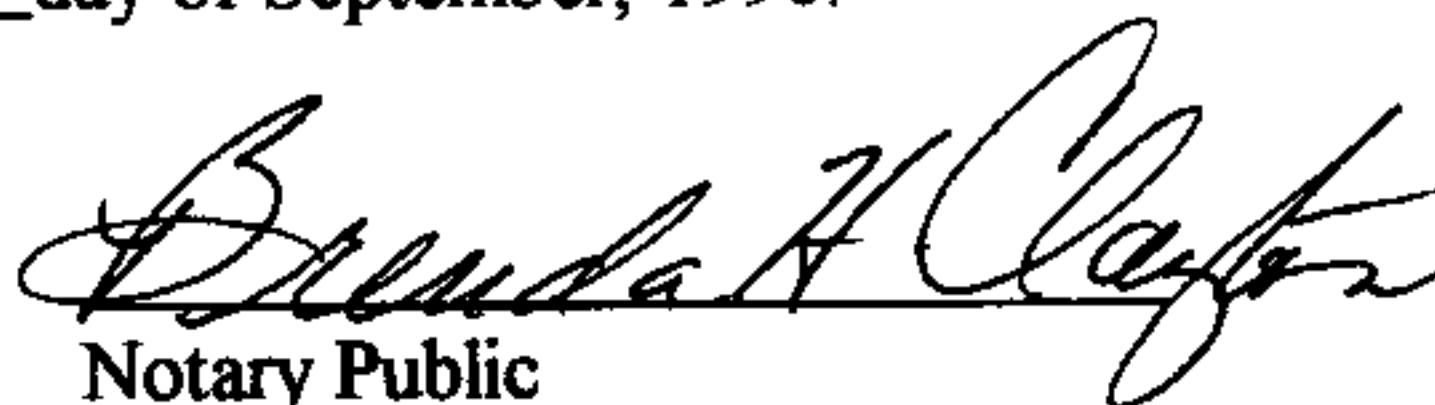
COLLATERAL MORTGAGE, LTD.,
an Alabama limited partnership

By: Shawn F. [Signature]
As its Assistant Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert E. Willey and wife, Wendy Willey, 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 seal this the 9th day of September, 1996.


Notary Public

My Commission Expires: 4/27/97

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shawn F. Menke, whose name as Assistant Vice President of Collateral Mortgage, Ltd., an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this 6th day of September, 1996.


Notary Public

My Commission Expires: 11/07/98

Inst # 1996-29665

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