

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on December 13, 1996 by **BILL BRANTLEY**, a married man (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1996-41968 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property, to wit:

Lot 9, according to the Survey of Indian Highlands Estates, as recorded in Map Book 13, page 69, in the Probate Office of Shelby County, Alabama.

WHEREAS, the property is not the homestead of Borrower nor of Borrower's spouse.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$182,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$273.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$20,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

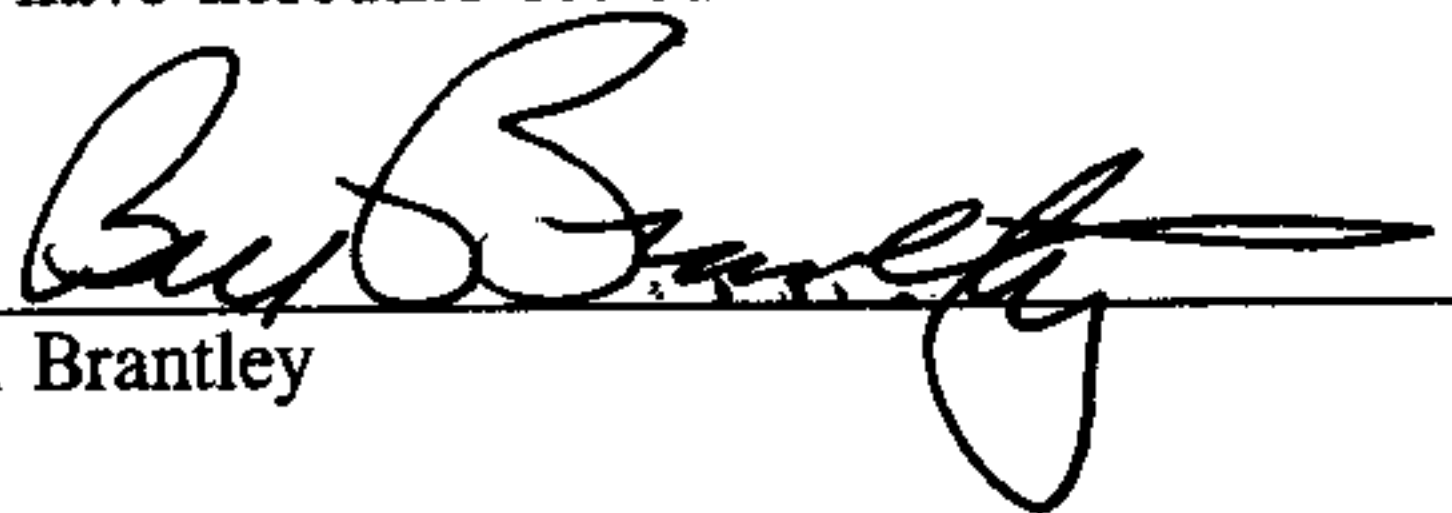
NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1). Henceforth the Mortgage shall specifically secure not only the \$182,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$20,000.00 made in connection herewith to Borrower, and all the interest thereon.

2). The term "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$182,000.00 Note executed on December 13, 1996, and all interest thereon, and all extensions and renewals thereof, but also the \$20,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

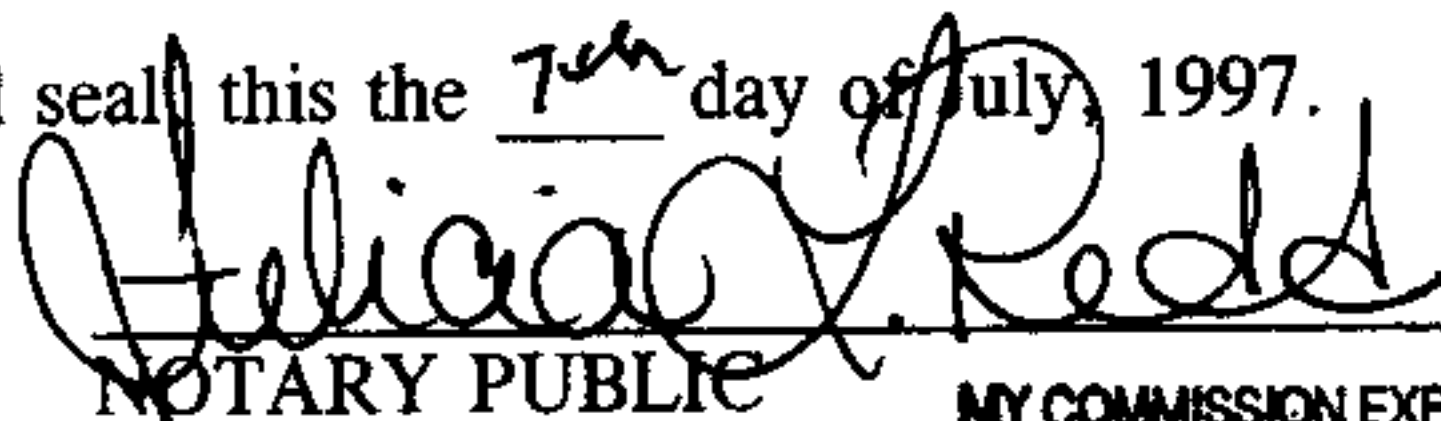
IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 7th day of July, 1997.


Bill Brantley

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bill Brantley, 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of July, 1997.


NOTARY PUBLIC MY COMMISSION EXPIRES JULY 7, 1998
My Commission Expires: _____

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

Inst # 1997-21688