

STATE OF ALABAMA)
COUNTY OF SHELBY)

Colonial Bank Loan No. 8005005791-1072/01

AGREEMENT FOR MODIFICATION OF REAL ESTATE MORTGAGE

THIS AGREEMENT for Modification of Real Estate Mortgage ("the Agreement") is made and entered into as of the 6th day of August, 1997, by and between DAN J. BROOKS, III, a married man (hereinafter referred to as "Mortgagor") and COLONIAL BANK, a state banking corporation, having its principal place of business in Birmingham at 1928 First Avenue North, Birmingham, Alabama 35203 (hereinafter referred to as "Mortgagee").

WITNESSETH THAT:

WHEREAS, in connection with a revolving line of credit loan made by Mortgagee to Mortgagor, Mortgagor previously executed and delivered to Mortgagee that certain Promissory Note in favor of Mortgagee dated August 17, 1992, in the original principal sum of Two Hundred Thousand and No/100ths Dollars (\$200,000.00) (the "1992 Note"); and

WHEREAS, as security for the indebtedness evidenced by said 1992 Note, Mortgagor executed and delivered to Mortgagee that certain Real Estate Mortgage in favor of Mortgagee dated August 17, 1992, and recorded at Instrument #1992-17464 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage"), on property more particularly described in the Mortgage; and

WHEREAS, contemporaneously herewith, Mortgagor has requested Mortgagee to refinance the existing 1992 Note and to increase the line of credit loan from the maximum principal sum of \$200,000.00 to the maximum principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) which will be evidenced by the execution of a new Promissory Note (the "Note"); and

WHEREAS, Mortgagee has agreed to such request by Mortgagor;

NOW, THEREFORE, in consideration of (i) the foregoing recitals; (ii) the refinancing of the 1992 Note and the increase of the line of credit contemporaneously herewith as set forth herein; (iii) the covenants set forth herein; and (iv) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness secured by said Mortgage by the amount of Fifty Thousand and No/100ths Dollars, resulting in a new maximum principal indebtedness to be secured by said Mortgage of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00).

2. Inasmuch as the 1992 Note is referred to in and secured by the Mortgage, any references in the Mortgage to a "Note" or "Notes" are hereby amended or modified to include the Note being executed contemporaneously herewith and to any renewal or replacement Notes therefor.

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3. All terms and conditions of the Mortgage shall continue in full force and effect except as changed, modified and amended in accordance with the terms, conditions and provisions of this Agreement.

4. Mortgagor hereby represents and warrants to Mortgagee that the Mortgage, as modified by this Agreement, is in full force and effect in accordance with its respective terms, conditions and provisions, and Mortgagor does not have any claims or offsets against Mortgagee by reason thereof whether future, contingent or otherwise; and Mortgagor further represents and warrants to Mortgagee that he is not in breach or default of any of the terms, conditions, covenants or obligations set forth in the Note or the Mortgage nor, is he aware of any acts or events, which currently constitute, or which with the passage of time, may be deemed to constitute, a default as set forth in the Note, or the Mortgage, as amended herein.

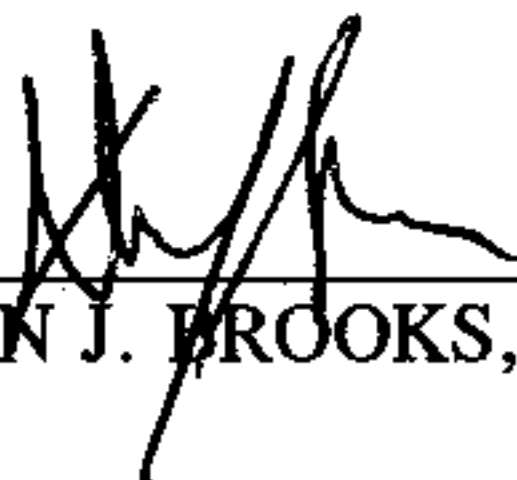
5. Mortgagee is hereby authorized and directed to attach a duplicate copy of this Agreement to the Mortgage which is, by reference, incorporated herein.

6. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs and legal representatives of the parties hereto.

7. This Agreement may be executed in any number of counterparts, which counterparts when considered together shall constitute a single binding, valid and enforceable Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.


MORTGAGOR:



DAN J. BROOKS, III

MORTGAGEE:

COLONIAL BANK, a state banking
corporation

By: 

A. Michelle Honeycutt
Its Commercial Loan Officer

STATE OF GEORGIA)
COUNTY OF Gwinnett)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAN J. BROOKS, III, a married man, 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 said instrument, he executed the same voluntarily.

Given under my hand and official seal this the 22 day of August, 1997.

Cathleen R. Curzio
Notary Public
My Commission Expires: _____

CATHLEEN R. CURZIO
Notary Public, Gwinnett County, Georgia
My Commission Expires June 14, 2001

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that A. MICHELLE HONEYCUTT, whose name as Commercial Loan Officer of Colonial Bank, 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, she as such officer and with full authority, executed the same voluntarily for and on behalf of said state banking corporation.

Given under my hand and official seal this the 6th day of August, 1997.

Vanessa D. Cotton
Notary Public
My Commission Expires: 9-27-97

THIS DOCUMENT PREPARED BY:
Deborah A. Pickens
Gentle, Pickens & Landon
Suite 1500, Colonial Bank Building
1928 First Avenue North
Birmingham, Alabama 35203
(205) 716-3000

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