

Inst # 1998-36730

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT TO ACCOMMODATION MORTGAGE

09/21/1998-36730

CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

THIS AMENDMENT TO ACCOMMODATION MORTGAGE entered into this 31st day of August, 1998, on behalf of Linda K. Hollis, a married woman ("Mortgagor") and Airport Marine, Inc. ("Borrower") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1997-27582, the Mortgagor granted a mortgage to the Lender on real property described as:

Begin at a point on the East right of way line of Shelby County Highway No. 87 at a concrete marker at P.C. Station 23+74.3 Project I-202-2(7), and run Southerly along said right of way to a concrete marker on the Southern margin of a gravel drive; thence run Easterly along North line of property belonging to Michael Ford, to the West right of way line of Interstate Highway No. 65; thence run Northerly along said right of way to the Southeast corner of property belonging to the Alabama Power Company; thence run Westerly along South line of Alabama Power Company property to the point of beginning. Situated in the SW 1/4 of SW 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama.

to secure indebtedness of the Borrower in the original principal amount of One Hundred Fifty Thousand and no/100 dollars (\$150,000.00) (the "Accommodation Mortgage").

B. The Borrower has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph 2. of the Accommodation Mortgage is hereby modified to read:

Airport Marine, Inc. is or hereby will be justly indebted to Lender in the amount of Two Hundred Thousand and no/100 dollars (\$200,000.00) as evidenced by that promissory note of even date herewith.

2. Except as modified herein, the Accommodation Mortgage shall remain in full force and effect.

Nothing contained in this Amendment shall be deemed to constitute a novation of the Accommodation Mortgage nor impair any other credit documents, nor affect any of the rights, powers or remedies of the Lender thereunder nor constitute a waiver of any provision thereof, except as specifically set forth in this Amendment.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

AIRPORT MARINE, INC.

BY:

[Signature]
Its: President

[Signature]
Linda K. Hollis

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY:

[Signature]
Its Vice President

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Kenneth Hollis whose name as President of Airport Marine, Inc., an Alabama corporation, 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 banking association.

Given under my hand and official seal this 31st day of August, 1998.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 31, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AFFIX SEAL

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Linda K. Hollis, 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, she executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 31st day of August, 1998.

Judy K. Ray
Notary Public

My Commission Expires:

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 31, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Nolen, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 banking association.

Given under my hand and official seal this 31st day of August, 1998.

Judy K. Ray
Notary Public

MY COMMISSION EXPIRES:

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 31, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS AMENDMENT TO ACCOMMODATION MORTGAGES SECURES ADDITIONAL INDEBTEDNESS OF \$50,000.00.

THIS INSTRUMENT PREPARED BY:

Mary Jane Dillard
National Bank of Commerce of Birmingham
PO Box 10686
Birmingham, AL 35202-0686 Inst # 1998-36730

09/21/1998-36730
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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