

This instrument prepared by:
Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

This instrument to be cross-indexed
indexed with the Mortgage and Security
Agreement recorded at Instrument
#1995-32444

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), made and entered into effective as of the 27th day of October, 1998, by **GERALD DENNIS O'BRIEN**, a married man (the "Mortgagor"), and **COLONIAL BANK**, an Alabama banking corporation (the "Mortgagee").

WHEREAS, Mortgagor executed a certain Mortgage and Security Agreement dated as of the 8th day of November, 1995 (the "Mortgage"), and the Mortgage was recorded on November 9, 1995, at Instrument #1995-32444 in the Office of the Judge of Probate of Shelby County, Alabama (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, the original principal sum secured by the Mortgage was \$1,000,000.00 (the "Loan"), as evidenced by a promissory note (as amended from time to time, the "1995 Note"), and the principal balance currently outstanding under the 1995 Note is \$942,423.34; and

WHEREAS, the Mortgagee has agreed to loan additional funds in the principal amount of \$57,577.00 to Mortgagor and, concurrently herewith, Mortgagor is executing and delivering to Mortgagee a Promissory Note in the principal amount of \$57,577.00 (as amended from time to time, the "\$57,577.00 Note"), which \$57,577.00 Note is to be secured by, among other things, the Mortgage; and

WHEREAS, the Mortgagor and the Mortgagee have agreed to amend the Mortgage to provide security for the \$57,577.00 Note, all as more specifically hereinafter set forth.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The Mortgage is hereby amended in order to acknowledge the additional indebtedness owing by Mortgagor to Mortgagee pursuant to the \$57,577.00 Note, including, without limitation, principal of

11/03/1998-43204
09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
1 003 CRH 99.90


Inst # 1998-43204

\$57,577.00 plus interest thereon, and to provide that, in addition to any and all other indebtedness secured by the Mortgage, the Mortgage shall secure, and the term "indebtedness" as used in the Mortgage shall include, without limitation, all indebtedness owing by Mortgagor to Mortgagee pursuant to the \$57,577.00 Note.

2. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

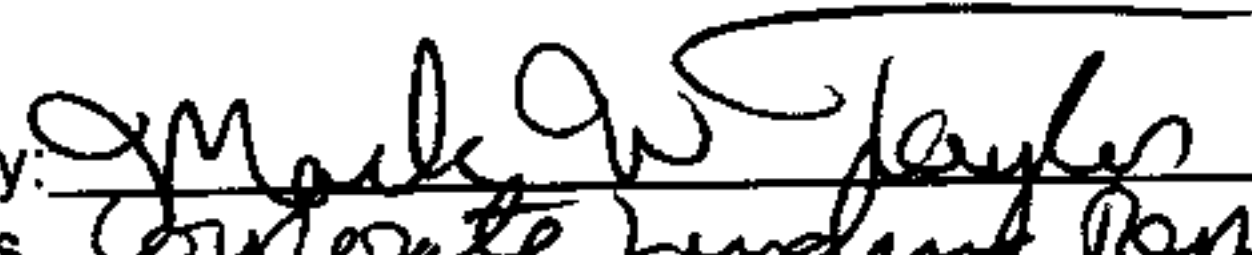
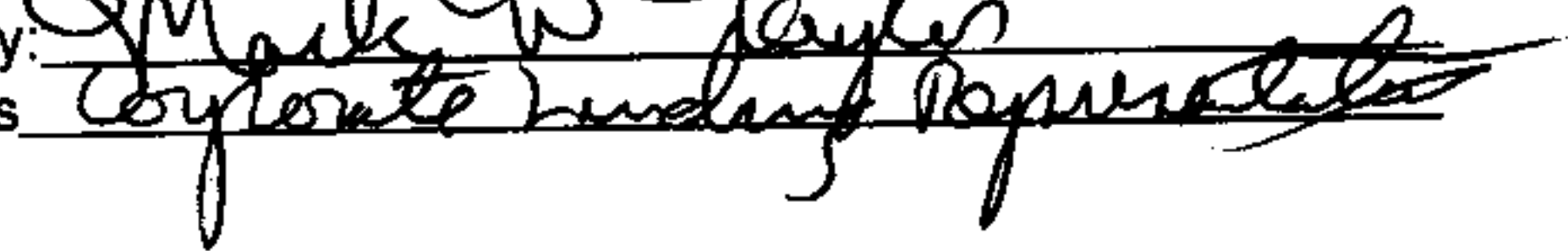
IN WITNESS WHEREOF, the Mortgagor has executed this instrument and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:


Gerald Dennis O'Brien

MORTGAGEE:

COLONIAL BANK


By: 
Its 

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gerald Dennis O'Brien, 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 as of the day the same bears date.

Given under my hand and official seal this 27 day of October 1998.

(SEAL)


Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES: MAR. 5, 2002
BONDED THROUGH NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Taylor whose name as Corp. Lending Rep. of Colonial Bank, an Alabama 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 banking corporation.

Given under my hand and official seal this 27 day of October, 1998.

(SEAL)

Vanessa D. Cotton

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAR. 5, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

K:\CORP\COLONIAL\BRIEF\DOC\MTG-SEC-AM1.WPD

Inst # 1998-43204

11/03/1998-43204
09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
3 003 CNA 99.90