

AMENDMENT

TO

REAL ESTATE MORTGAGE

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on April 28, 1998 by **STYLE CONSTRUCTION INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded in Instrument Number **1998-18007** in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property, to wit:

Lot 23, according to the Amended Map of Rushing Parc, Sector Two, as recorded in Map Book 20, page 33, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$265,500.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$398.25 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$73,650.00 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 \$265,500.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$73,650.00 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 \$265,500.00 Note executed on April 28, 1998 and all interest thereon, and all extensions and renewals thereof, but also the \$73,650.00 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 ~~is not~~ ^{is} the Mortgage and is not an

novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 18th day of December, 1998.

STYLE CONSTRUCTION INC.

By: [Signature]

(Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald G. Brown, whose name as President of STYLE CONSTRUCTION INC., a 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, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 18th day of December, 1998.

[Signature]
NOTARY PUBLIC
My Commission Expires: June 22, 2002

**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 # 1999-04362

AMEND.mtg 12/16/98 3:38pm

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01:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 121.55