

**AMENDMENT
TO
REAL ESTATE MORTGAGE**

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on April 30, 1998 by **BRANTLEY HOMES, INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1998-18325 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property, to wit:

Lot 19, according to the Survey of Oak Crest, Sector Two, as recorded in Map Book 20, page 129 A & B, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$225,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$337.50 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$30,000.00, 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 \$225,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$30,000.00 made in connection herewith to Borrower, and all the interest thereon.

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2). The terms "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$225,000.00 Note executed on April 30, 1998, and all interest thereon, and all extensions and renewals thereof, but also the \$30,000.00 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 25 day of March, 1999.

BRANTLEY HOMES, INC.

By: Bill Brantley
Bill Brantley (Its President)

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 as President of BRANTLEY HOMES, 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.

Given under my hand and official seal, this the 25 day of March, 1999.

Julicia A. Ridd
NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
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AMEND.m2 3/22/99 8:37am

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SHELBY COUNTY JUDGE OF PROBATE
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