

AMENDMENT TO REAL ESTATE MORTGAGE

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on September 21, 2001 by **JOE ROSE HOMEBUILDERS, INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2001-44490 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property, to wit:

Lot 963, according to the Survey of Grande View Estates, Givianpour addition to Alabaster, 9th Addition, Phase 2, as recorded in Map Book 27, Page 85 in the Probate Office of Shelby County, Alabama.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$171,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage the mortgage tax was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$29,800.00, 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 \$171,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$29,800.00 made in connection herewith to Borrower, and all the interest thereon.

inst # 2002-18649

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SHELBY COUNTY JUDGE OF PROBATE
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2). The term "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the obligation evidenced by the \$171,000.00 Note executed on September 21, 2001 and all interest thereon, and all extensions and renewals thereof, but also the \$29,800.00 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 8 day of ~~March~~, 2002.

[Handwritten signature]

April

JOE ROSE HOMEBUILDERS, INC.

By: *Joe Rose*
Joe Rose (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe Rose whose name as President of JOE ROSE HOMEBUILDERS, INC., 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 8 day of ~~March~~, 2002.

[Handwritten signature]
NOTARY PUBLIC
My Commission Expires: 4-22-02

[Handwritten signature]

THIS INSTRUMENT PREPARED BY
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 370027
Birmingham, Alabama, 35237-0027

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