

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
Post Office Box 59807
Birmingham, AL 35259-0807
(205) 879-5959

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO MORTGAGE

THIS AGREEMENT, made and entered into the 18th day of March, 2002, is by and between **CitiFinancial Mortgage Company, Inc.** (hereinafter referred to as "Lender") and **WOODROW L. HOLLOWAY, JR., and wife, DEBORAH HOLLOWAY** (hereinafter referred to as "Borrower").

RECITALS:

Lender is the lawful holder of (a) that certain Mortgage executed by Woodrow L. Holloway, Jr, and Deborah Holloway to CitiFinancial Mortgage Company, Inc. dated July 25, 2001, and recorded in Instrument Number 2001-31510, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage"); and (b) the Promissory Note secured by said Mortgage.

The legal description of the real property described in the Mortgage was incorrect and this Amendment to Mortgage is being executed and delivered to correct the legal description in the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage is hereby amended by deleting the legal description attached to the Mortgage as Exhibit "A" in its entirety and replacing it with the legal description described on the attached Schedule "A" hereto.

2. The Property described in Exhibit A to the Mortgage is hereby released from the Mortgage; this constitutes only a release of the property described in Exhibit A to the Mortgage and does not alter or amend the terms of the Mortgage.

3. The Mortgage described herein is a second mortgage, and it is and shall remain subordinate to that certain Mortgage dated March 15, 2000, and recorded in Instrument Number 2000-41579 in the Office of the Judge of Probate of Shelby County, Alabama.

4. From and after the date hereof, any references to the Mortgage or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.

5. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

LENDER:

CitiFinancial Mortgage Company, Inc.

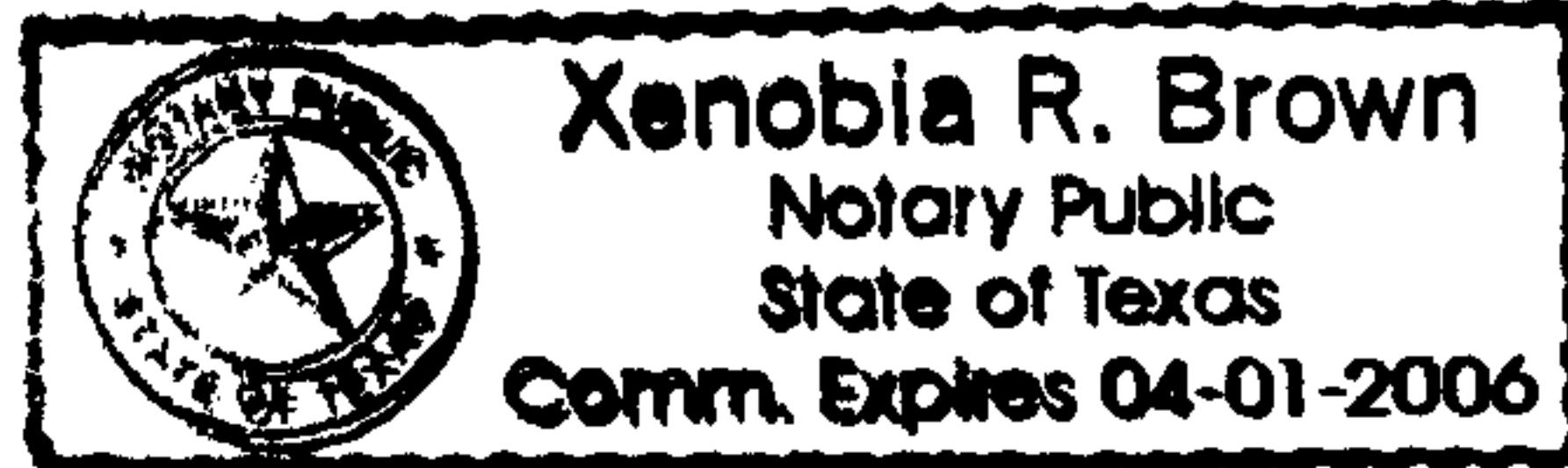
By: Raymond K. Steele [SEAL]
Its Vice President

STATE OF TEXAS)
DALLAS COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that **Raymond K. Steele**, whose name as **Vice President** of **CitiFinancial Mortgage Company, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 23 day of April, 2002.

[SEAL]



Xenobia R. Brown
NOTARY PUBLIC
My Commission Expires: 04-02-06

BORROWER:

Woodrow Holloway [SEAL]
Woodrow L. Holloway, Jr.

Deborah Holloway [SEAL]
Deborah Holloway

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that **Woodrow L. Holloway, Jr. and wife, Deborah Holloway**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of March, 2002.

[SEAL]

Cheryl A. Robinson
NOTARY PUBLIC
My Commission Expires: 7/10/03

EXHIBIT "A"
Legal Description

20020502000207160 Pg 4/4 24.00
Shelby Cnty Judge of Probate, AL
05/02/2002 15:06:00 FILED/CERTIFIED

Commencing at the NE Corner of the NW 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N 86° 42' 40" E, a distance of 166.00'; thence N 8° 27' 52" E, a distance of 60.15'; thence N 87° 37' 19" E, a distance of 85.25'; thence S 72° 19' 55" E, a distance of 248.61'; thence S 83° 57' 28" E, a distance of 533.48' to a point on the North Boundary of a Railroad (100' Row); thence S 61° 53' 08" W along said boundary, a distance of 1012.05' to its intersection with the East right of way of Shelby County Road No. 83 (ROW 60'); thence N 19° 40' 47" W along said right of way, a Chord distance of 568.33' to the North line of said 1/4 1/4 Section; thence N 89° 09' 51" E along said 1/4 1/4 line, a distance of 56.88' to the POINT OF BEGINNING; said described tract containing 7.0 Acres, more or less and being located part in the NE 1/4 of Section 28 and part in the SE 1/4 of Section 21 all being in Township 19 South, Range 2 East.

A handwritten signature, likely belonging to the Judge of Probate, is written in black ink. The signature is fluid and cursive, appearing to read "Shelby Cnty Judge of Probate, AL".