

Mortgage filing taxes have previously been paid on indebtedness in the amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in connection with the recordation of that certain Future Advance (Open-End) Mortgage to secure present and future loans, dated May 25, 2000, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 2000-21879. Mortgage filing taxes are now due on an additional Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) of indebtedness to be secured by such Future Advance Mortgage, as amended by this Amendment.

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

**FIRST AMENDMENT TO FUTURE  
ADVANCE (OPEN-END) MORTGAGE**

**THIS is the FIRST AMENDMENT** made as of the 31st day of December, 2001, to that certain Future Advance (Open-End) Mortgage (hereinafter referred to as the "Mortgage") dated May 25, 2000 by and between **NOTTINGHAM, LLC** (hereinafter referred to as "Mortgagor") and **W. LARRY CLAYTON** (hereinafter referred to as "Mortgagee"), which was recorded as Instrument Number 2000-21879 in the Office of the Judge of Probate of Shelby County, Alabama.

**WITNESSETH:**

**WHEREAS**, the Mortgage was given to secure prompt payment of that certain Promissory Note (the "Prior Note") dated May 25, 2000 in the principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) by and between Mortgagor as Maker and Mortgagee as Holder; and

**WHEREAS**, the Mortgagor has requested an increase in the principal amount of the Note to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), and Mortgagee is willing to increase the line of credit; and

**WHEREAS**, Mortgagor and Mortgagee have on this date replaced the Prior Note with a Promissory Note which reflects this increase in principal, and the parties therefore desire to amend the Mortgage to secure such increased indebtedness as set forth below;

**NOW, THEREFORE**, for and in consideration of the terms and conditions set forth herein and intending to be legally bound, the parties hereby agree as follows:


1. The Mortgage is hereby amended to secure the prompt payment of the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) evidenced by that certain Promissory Note of even date herewith executed by Mortgagor in favor of Mortgagee, payable as provided therein, which replaces in its entirety the Prior Note.

2. All other terms and conditions of the Mortgage are hereby ratified and shall remain unchanged and in full force and effect.

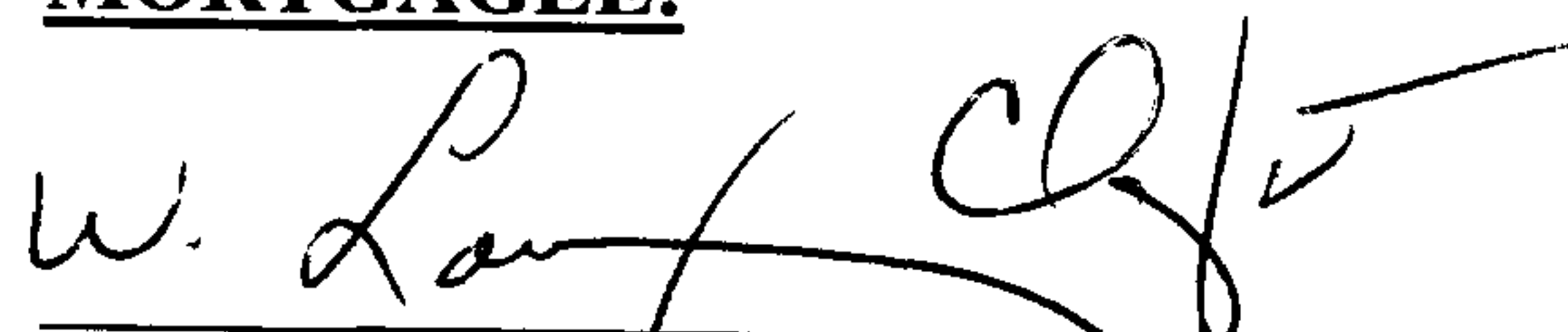
**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the day and year first above written.

**MORTGAGOR:**

**NOTTINGHAM, LLC**

By:   
Name: LARRY CLAYTON  
Its: Manager


**MORTGAGEE:**

  
**W. LARRY CLAYTON**

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. Larry Clayton, whose name as authorized agent of **NOTTINGHAM, LLC**, an Alabama limited liability company, is signed to the foregoing First Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Amendment, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the 31st day of December, 2001.

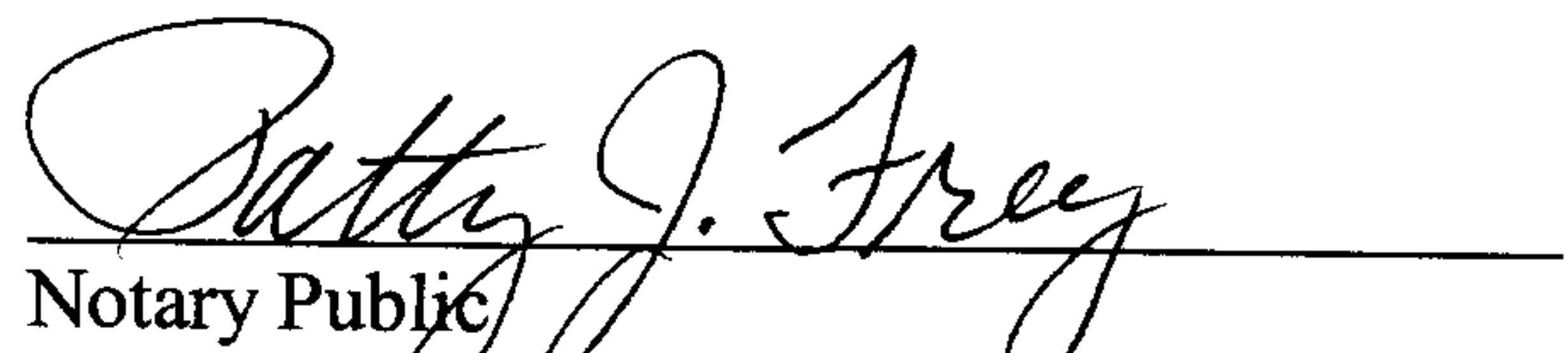
  
Notary Public  
My Commission Expires: 4/19/2003

[NOTARIAL SEAL]

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

I, the undersigned, a Notary Public, hereby certify that **W. LARRY CLAYTON**, whose name is signed to the foregoing First Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Amendment, he executed the same voluntarily on the day the same bears date.

Given under my hand this 31st day of December, 2001.

  
Notary Public  
My Commission Expires: 4/19/2003

[NOTARIAL SEAL]