

## AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on JULY 2, 2003, by and between JOE D. DORRIS AND CAROLYN S. DORRIS, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

### RECITALS

A. JOE D. DORRIS (hereinafter called the "Borrower", whether one or more) has (have) entered into as agreement entitled "First Commercial Bank Real Estate Mortgage and Security Agreement", executed by the Borrower in favor of the Mortgagee dated MARCH 8, 2001 AND AMENDED ON JANUARY 16, 2002 (the "Credit Agreement"). This Credit Agreement is in the amount of SIX HUNDRED THOUSAND AND NO/100 AND ONE MILLION TWO HUNDRED THOUSAND AND NO/100 Dollars (\$600,000.00 & 1,200,000.00 ).

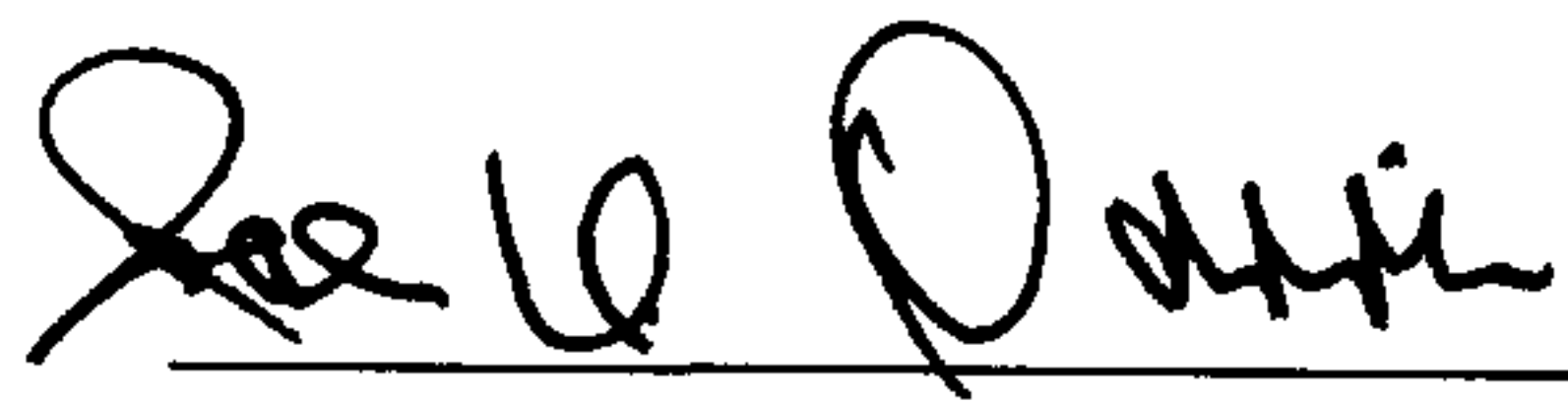
B. The Mortgagor has executed in favor of the Mortgagee a Real Estate Mortgage and Security Agreement (the "Mortgage") recorded MARCH 26, 2001 AND FEBRUARY 15, 2002 in Inst.# 2001-11049/2002-07951, in the Probate Office of SHELBY County, Alabama.

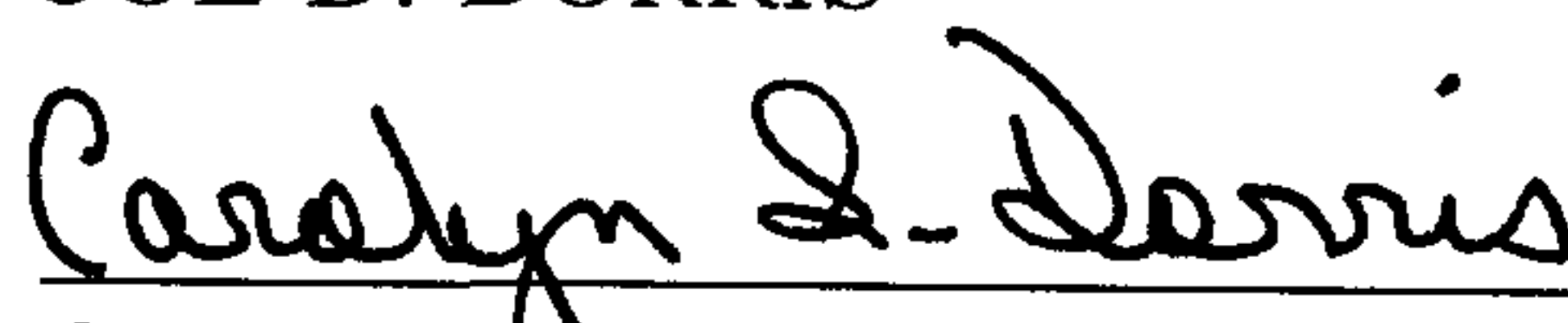
C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Mortgage amount to ONE MILLION FIVE HUNDRED EIGHT TWO THOUSAND SEVEN HUNDRED EIGHTY THREE AND 59/100 Dollars (\$1,582,783.59 ).

D. The Mortgagee has required, as a condition to approving the request for the Amended Mortgage, that the Mortgagor enter into this Amendment.

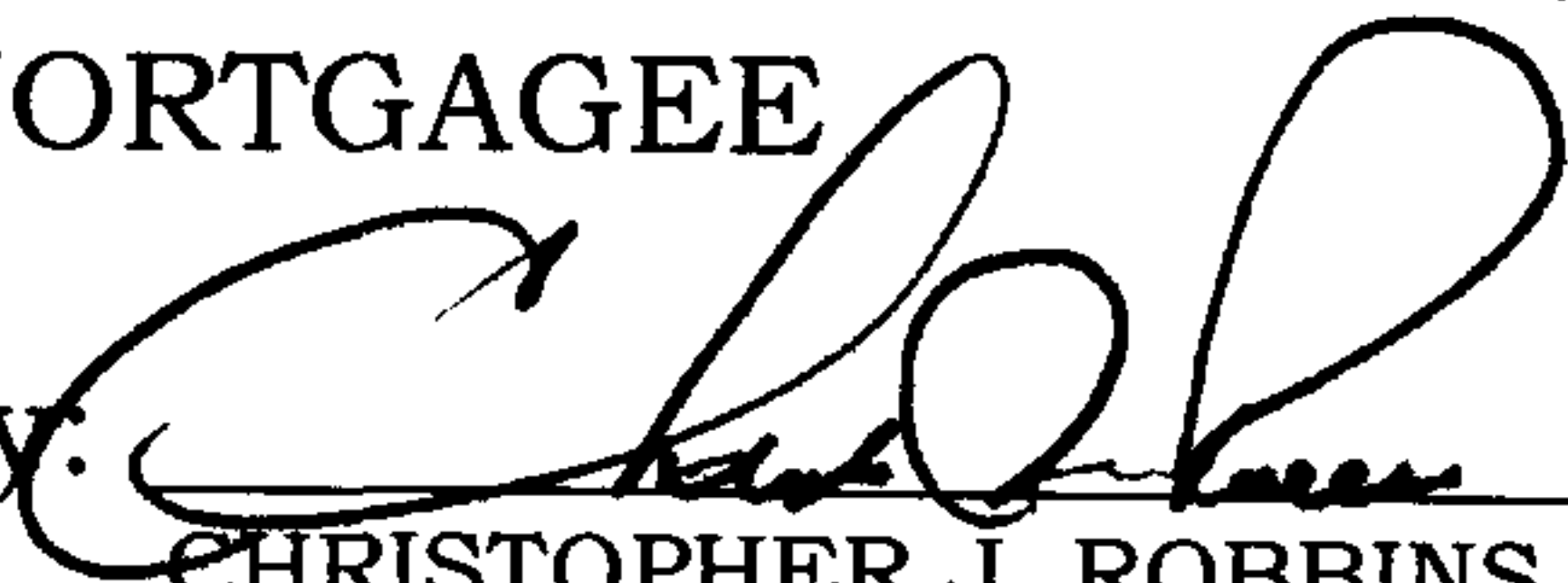
Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 2<sup>ND</sup> day of JULY, 2003.

  
\_\_\_\_\_(SEAL)  
JOE D. DORRIS

  
\_\_\_\_\_(SEAL)  
CAROLYN S. DORRIS

FIRST COMMERCIAL BANK  
MORTGAGEE

By:   
\_\_\_\_\_  
CHRISTOPHER J. ROBBINS

Its: VICE PRESIDENT

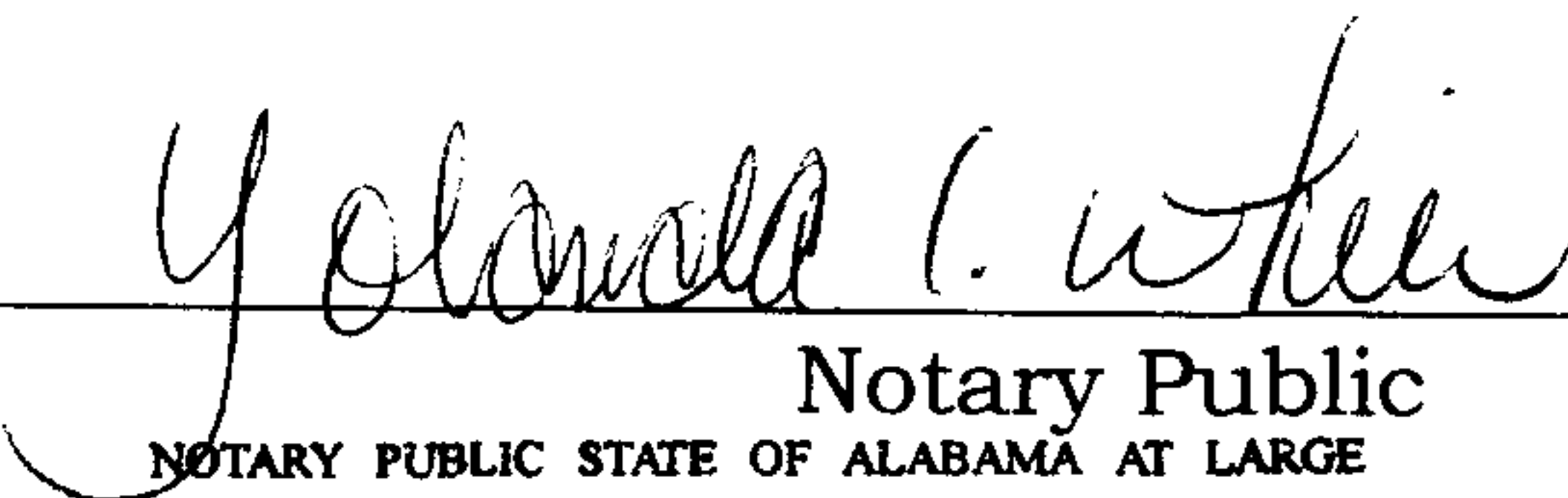
## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOE D. DORRIS AND CAROLYN S. DORRIS, whose name is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, has executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 2<sup>ND</sup> day of JULY, 2003.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES Sept. 10, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires: \_\_\_\_\_

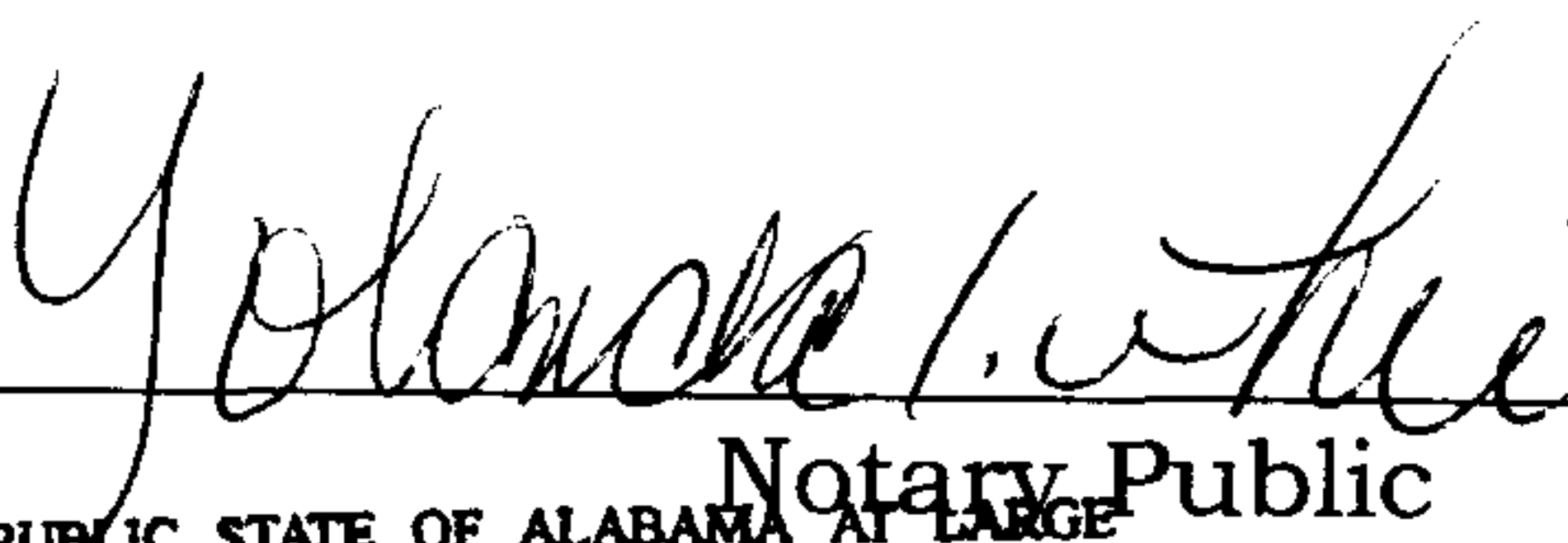
## CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHRISTOPHER J. ROBBINS whose name as VICE PRESIDENT of First Commercial Bank, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Give under my hand and Official seal this 2<sup>ND</sup> day of JULY, 2003.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES Sept. 10, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires: \_\_\_\_\_

This instrument prepared by:

Name:       PEARLIE N. JACKSON  
              First Commercial Bank  
Address:    P. O. Box 11746  
              Birmingham, AL 35202-1746

**A Parcel of land being situated in the North 1/2 of Section 7, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:**

**Commence at the NW corner of said Section 7; thence South 0 degrees, 05 minutes, 61 seconds West along the West line of said section for a distance of 1320.35 feet; thence North 89 degrees, 51 minutes, 40 seconds East for a distance of 1427.07 feet; thence North 26 degrees, 37 minutes, 29 seconds West for a distance of 523.29 feet to the point of beginning; thence North 52 degrees, 03 minutes, 37 seconds East for a distance of 716.65 feet to a point on the Southeasterly right of way line of Shelby County Highway 42 (R.O.W. varies) said point also being a point on a curve to the right having a central angle of 6 degrees, 45 minutes, 25 seconds and a radius of 1869.86 feet, said curve subtended by a chord bearing South 28 degrees, 54 minutes, 54 seconds East and a chord distance of 220.39 feet; thence along the arc of said curve and along said right of way for a distance of 220.51 feet; thence South 25 degrees, 32 minutes, 11 seconds East along said right of way for a distance of 407.68 feet; thence South 67 degrees, 46 minutes, 27 seconds West and leaving said right of way for a distance of 230.80 feet; thence South 42 degrees, 37 minutes, 01 seconds West for a distance of 297.52 feet; thence South 24 degrees, 18 minutes, 05 seconds West for a distance of 251.77 feet; thence North 26 degrees, 37 minutes, 29 seconds West for a distance of 733.65 feet to the point of beginning.**