

SECOND RIDER AND AMENDMENT TO MORTGAGE

This SECOND RIDER AND AMENDMENT TO MORTGAGE is executed by RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER (the "Borrowers").

WHEREAS, HAROLD L. RIDGEWAY and HARRY McDOWELL (the "Lenders") loaned the sum of \$300,000.00 to RANDY JOEL HARPER as evidenced by a promissory note of July 2, 2003 (the "Note") and a Mortgage dated July 2, 2003, as recorded in the Probate Office of Shelby County, Alabama, at 20030708000430390 Pg 1/16 507 00 on 07/08/2003 and re-recorded at 20030806000510760 Pg 1/19 66 00 on 08/06/2003 and a Rider and Amendment To Mortgage acknowledged by RANDY JOEL HARPER and MILDRED A. RAINES on July 24, 2003, as recorded in the Probate Office of Shelby County, Alabama, at 20030806000510760 Pg 19/19 66 00 on 08/06/2003 (all of which are referred to herein as the "Mortgage") for purchase of certain real property situated in Shelby County, Alabama, as such real property is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Borrowers desire to extend the period of payment beyond that stated the Note; and

WHEREAS, the Lenders are willing to extend the period of payment beyond that stated the Note:

NOW THEREFORE, for good and valuable consideration and based upon the truth and correctness of the statements contained in the above preamble the Borrowers do hereby agree as follows:

1. The Mortgage is amended as follows:

a. The date of payment of January 2, 2006, stated in the Note and Mortgage is extended to January 2, 2009, or to such date as the Principal, interest, and such other amounts as become due under the Note and Mortgage are paid in full.

b. It is further agreed by Borrowers that in addition to the Note and obligations mentioned therein the Mortgage shall secure all further loans or indebtedness owed by the Borrowers to Lenders whether evidenced by the Note or other and additional notes and mortgages. Provided however, the obligation of the Lenders to make future advances or re-advances to Borrowers shall be optional with Lenders and such advances or re-advances may be made under the provisions of the Mortgage and shall be fully secured by and fully subject to, all the covenants, terms, and conditions of the Mortgage.

c. The Mortgage (being the same as the Mortgage dated July 2, 2003, and the Rider and Amendment To Mortgage acknowledged by Randy Joel Harper and Mildred A. Raines on July 24, 2003, and first referred to above) shall be incorporated into this Second Rider And Amendment To Mortgage by reference hereto. This Second Rider And Amendment To Mortgage shall supplement and amend the Mortgage. The Borrowers do hereby reaffirm all the other terms,

conditions, and covenants contained in the Mortgage as though the same were set out in full herein.

GIVEN under my hand and seal this the 21st day of November, 2006.


RANDY JOEL HARPER


MARY RAINES HARPER

MILDRED A. RAINES

The State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, hereby certify that RANDY JOEL HARPER, a married man, whose name is signed to the foregoing SECOND RIDER AND AMENDMENT TO MORTGAGE, and who is known to me, acknowledged before me on this day that, being informed of the contents of the SECOND RIDER AND AMENDMENT TO MORTGAGE, he (she) executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of November, 2006.



Notary Public

My commission expires

MY COMMISSION EXPIRES MAY 12, 2009

[Seal]

The State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, hereby certify that MARY RAINES HARPER, a married woman, whose name is signed to the foregoing SECOND RIDER AND AMENDMENT TO MORTGAGE, and who is known to me, acknowledged before me on this day that, being informed of the contents of the SECOND RIDER AND AMENDMENT TO MORTGAGE, he (she) executed the same voluntarily on the day the same bears date.

Given under my hand this 22nd day of November, 2006.



Notary Public

My commission expires

MY COMMISSION EXPIRES MAY 12, 2009

[Seal]

The State of Alabama
County of _____


I, the undersigned, a Notary Public, hereby certify that MILDRED A. RAINES, an unmarried woman, whose name is signed to the foregoing SECOND RIDER AND AMENDMENT TO MORTGAGE, and who is known to me, acknowledged before me on this day that, being informed of the contents of the SECOND RIDER AND AMENDMENT TO MORTGAGE, he (she) executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2006.

Notary Public
My commission expires _____

[Seal]

This instrument prepared by:
Daniel T. Hull, Jr.
2700 Highway 280 East, Suite 205W
Birmingham, AL 35223
205-871-2094


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Shelby Cnty Judge of Probate, AL
12/15/2006 07:13:37AM FILED/CERT