

This Instrument Prepared By:

John G. Lowther
Attorney at Law
3500 Independence Drive
Birmingham, Alabama 35209

Inst # 2001-02477

**STATE OF ALABAMA
COUNTY OF SHELBY**

01/23/2001-02477
01:03 PM CERTIFIED

MODIFICATION OF MORTGAGE, AND ASSIGNMENT OF RENTS AND LEASES

JUDGE OF PROBATE
SHELBY COUNTY
003 CJ1 482.00

This Modification of Mortgage, and Assignment of Rents and Leases, is made as of January 19, 2001, by and between Aliant Bank, hereinafter "Lender" or "Mortgagee", and C & S, L.L.C., hereinafter "Borrower" or "Mortgagor".

RECITALS

- A. Lender has made a loan in the amount of \$2,400,000.00, hereinafter the "Loan" to Borrower, pursuant to that certain Loan Agreement (Construction and Term Financing), dated April 6, 2000, hereinafter "Loan Agreement".
- B. The Loan is evidenced by a \$2,400,000.00 promissory note, hereinafter "Note", dated April 6, 2000, being executed by William A. Scott, Jr., as Manager, on behalf of Borrower.
- C. The Note is secured by a Construction Mortgage and Security Agreement, hereinafter "Mortgage" dated April 6, 2000, recorded as Instrument # 2000-11425, and an Assignment of Rents and Leases recorded as Instrument # 2000-11426, hereinafter "Assignment of Rents and Leases", in the office of the Judge of Probate of Shelby County, Alabama, executed by Borrower in favor of Lender.
- D. Borrower now desires to obtain an additional sum of \$310,000.00, from Lender, to be used to complete the construction of the improvements on the property described in the Mortgage, and to modify the Note, Mortgage, Assignment of Rents and Leases, Loan Agreement, Guarantees, and other Loan Documents, by increasing the Note from \$2,400,000.00, to \$2,710,000.00, and to modify any reference to the Note in the Mortgage, Assignment of Rents and Leases, Guarantees, Loan Agreement and other Loan Documents, to reflect said increase, and to provide that any additional funds advanced pursuant to said Note modification are secured accordingly.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, Lender and Borrower modify the Mortgage and the Assignment of Rents and Leases as follows:

1. Indebtedness and Note, as those terms are defined in the Mortgage, and the Loan Amount, as that term is defined in the Assignment of Rents and Leases, are hereby modified from \$2,400,000.00, to \$2,710,000.00, and the sums secured by the Mortgage, and by the Assignment of Rents and Leases, is hereby increased from \$2,400,000.00, to \$2,710,000.00.
2. Any reference to the Note, the Loan, the Indebtedness and the Loan Amount in the Mortgage, and Assignment of Rents and Leases, is hereby amended to conform to the modifications set forth herein.
3. Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents and Leases, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Lender

Aliant Bank

By: A. Michelle Honeycutt
A. Michelle Honeycutt, Vice President

Borrower

C & S, L.L.C.

By: William A. Scott, Jr.
William A. Scott, Jr., Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON.

Aliant Bank

I, the undersigned, a Notary Public in and for said county and said state, hereby certify that A. Michelle Honeycutt, whose name as Vice President of Aliant Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and seal this 22 day of January, 2001.

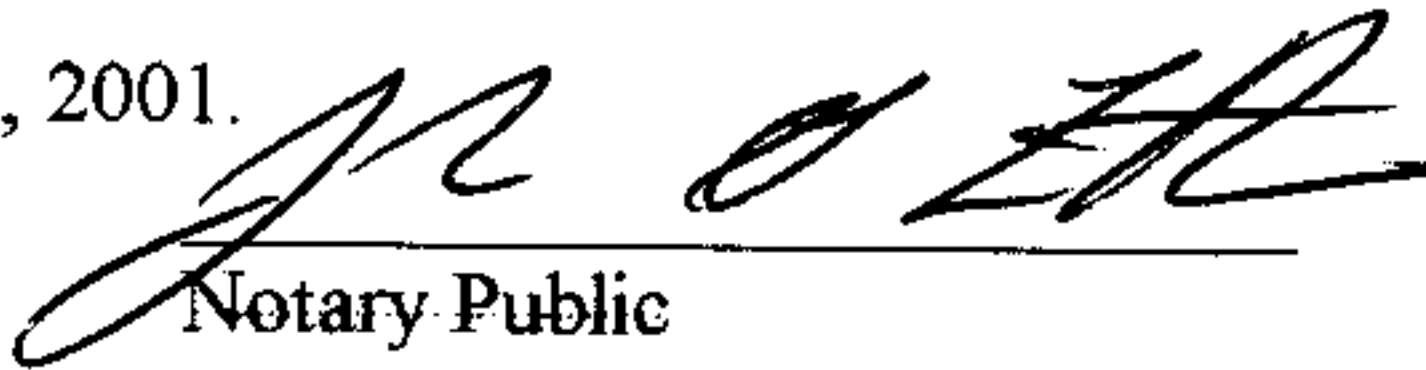
John D. H.
Notary Public
My Commission Expires: 1-3-03

STATE OF ALABAMA
COUNTY OF JEFFERSON

Borrower

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William A. Scott, Jr., whose name as Manager of C & S, L.L.C., 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 the instrument, he, as such manager, and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this 19 day of January, 2001.


Notary Public
My Commission Expires: 1-3-03

Inst # 2001-02477

Page 3 of 3

01/23/2001-02477
01:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 C31 482.00