

**AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on December 28, 2000 by **CAMPS, INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2001-00323 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$251,945.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$378.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$948,055.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$251,945.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$948,055.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$251,945.00 Note executed on December 28, 2000, and all interest thereon, and all extensions and renewals thereof, but also the \$948,055.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 19 day of December, 2001.

CAMPS, INC.

BY: 

Anil H. Patel

(Its ~~Vice~~ President)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anil H. Patel, whose name as ~~Vice~~ President of CAMPS, INC., an Alabama corporation, 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 19 day of December, 2001.


NOTARY PUBLIC

My Commission Expires: 6/1/03

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"
TO
AMENDMENT
to
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
FINANCING STATEMENT (UCC-1)
HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT

Borrower: CAMPS, INC.
Lender: COLONIAL BANK

Lot 2-C, according to the Survey of Cahaba Valley Park North, as recorded in Map Book 13, page 140 A & B, in the Probate Office of Shelby County, Alabama.

ALSO

An Easement for a sign:

Said easement being 5.0 feet wide and 20.0 feet long and more particularly described as:

Commence at the Southeast Corner of said parcel described above and run Southwesterly along the Southerly line of same and along the Northerly line of that parcel described in Deed Book 163, page 742, in the Probate Office of Shelby County, Alabama, for 200.00 feet to the Northwest corner of said parcel described in said Deed Book 163, page 742 in said Probate Office; thence 90 degrees 00 minutes left and run Southeasterly along the Westerly line of said parcel for 180.00 feet to the Point of Beginning; thence continue Southeasterly along the same course for 20.00 feet to a Point on the Northerly right of way line of Alabama Highway 119; thence 90 degrees 00 minutes right and run Southwesterly along said right of way line for 5.00 feet; thence 90 degrees 00 minutes right and run Northwesterly for 20.00 feet; thence 90 degrees 00 minutes right and run Northeasterly 5.00 feet to the Point of Beginning.