



# AMENDMENT TO MORTGAGE

**THIS AMENDMENT** amends that certain Mortgage (hereinafter "Mortgage") executed on April 13, 2000 further amended by the Amendment to Mortgage dated May 6, 2003 by **Glidewell Specialties Foundry Company** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 2000-15401 and the Amendment to Mortgage recorded as Instrument 2003/294360 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 secures among other things the Obligations due from Borrower to Bank evidenced by a Master Note for Business and Commercial Loans in the original principal amount of \$688,500.00 , a Renewal Master Note for Business and Commercial Loans in the amount of \$688,500.00 and a Renewal Note for Business and Commercial Loans of \$786,250.00 and all renewals and extensions thereof.

**WHEREAS**, this Note for Business and Commercial Loans has been renewed and refinanced and is currently evidenced by a Renewal Note for Business and Commercial Loans dated August 28, 2000 in the amount of \$786,250.00, of which the principal balance of \$688,500.00 is solely attributable to the obligation evidenced by the Renewal Note for Business and Commercial Loans executed in connection with the Mortgage.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$1032.75 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$1,855,544.90, 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 in the amount of \$335,745.90 and the additional amount of \$1,519,799.00 will be secured by an all assets filing on the Borrower.

**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 Renewal Note for Business and Commercial Loans dated October 1, 2004 in the amount of \$2,327,299.00 and all renewals and extensions thereof. The Mortgage amount will only be increased by \$335,745.90. This will amend the amount of the mortgage to a total of \$807,500.00.

2). The term "Obligations" as used in the Mortgage shall be defined to mean not only the Obligations as that term is defined in the Mortgage and all extensions and renewals thereof, but also the \$335,745.90 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 1st of ~~September~~, 2004.  
October 22

**Glidewell Specialties Foundry Company**

By: David A. Glidewell

Its: PRESIDENT

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Glidewell whose name as President of Glidewell Specialties Foundry Company, an Alabama Company, 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/she, as such member, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 1st day of October, 2004.

Karen Z. Ustrup

NOTARY PUBLIC

My Commission Expires: 4/1/07

**THIS INSTRUMENT PREPARED BY :**

Jami Bennett  
AmSouth Bank  
1900 5<sup>th</sup> Avenue North  
Birmingham, AL 35203  
(205) 583-4287

# EXHIBIT A

20041015000569100 Pg 3/3 520.70  
Shelby Cnty Judge of Probate,AL  
10/15/2004 08:07:00 FILED/CERTIFIED

## Legal description:

**PARCEL I:** Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 239, according to J. H. Dunstan's Map of the Town of Calera, which is on file in the Probate Office of Shelby County, Alabama.

**PARCEL II:** Lots 9, 10, 11, 12, 13, 14, 15 and 16, in Block 238, according to J. H. Dunstan's Map of the Town of Calera, which is on file in the Probate Office of Shelby County, Alabama.

**PARCEL III:** All of the SE 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 13 East, lying North of the Louisville & Nashville Railroad right of way and West of a line 666 feet West of the NE corner of said 1/4-1/4, being more particularly described as follows: Begin at the Northwest corner of said SE 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama; thence run Easterly along the North line of said 1/4-1/4 a distance of 635.61 feet to a point; thence 85 degrees 41 minutes 59 seconds to the right and run Southerly 145.81 feet to a point on the North right of way line of the Louisville & Nashville Railroad (Spur Track); thence 90 degrees 05 minutes 18 seconds right and run Westerly along said right of way line a distance of 406.81 feet to the P.C. (Point of Curvature, beginning Point of a Curve) of a railroad curve to the right having a central angle of 25 degrees 20 minutes and a radius of 1,003.36 feet; thence run West-Northwesterly along said right of way curve a distance of 443.64 feet to a point on the West line of said SE 1/4 of the NE 1/4; thence Northerly along the said West line of said 1/4-1/4 a distance of 82.61 feet to the point of beginning, being situated in Shelby County, Alabama.

**PARCEL IV:** 2nd Street from the South City limits line, North to the North Right-of-Way line of 22nd Avenue, lying between Lots 1-8, in Block 239 and Lots 9-16, in Block 238, of the Dunstan's Map of the Town of Calera.

**ALSO:** A 20 foot alley in Block 238, Dunstan's Map of the Town of Calera, lying between Lots 9-16 and Lots 1-8 of Block 238, of J. H. Dunstan's Map of the Town of Calera and running from the South City limits Northerly to 22nd Avenue.