

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

## SECOND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into on this the 29<sup>th</sup> day of October, 2004, by and between **EDWARDS SPECIALTIES, INC., an Alabama corporation**, (herein singly or collectively referred to as "Mortgagor") and **AMSOUTH BANK**, (herein "Mortgagee");

### WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by a Promissory Note in the original principal amount of \$774,410.00 dated May 26, 2004, and a Promissory Note in the original principal amount of \$500,000.00 dated September 27, 2004, (collectively, the "Note") and secured by a Real Estate Mortgage and Security Agreement ("Mortgage") on real property situated in Shelby County, Alabama, and recorded as Document No. 20040615000324480, and amended by a Mortgage Modification Agreement dated September 27, 2004 and recorded as Document No. 20041006000553310, both in the Probate Records of Shelby County, Alabama; and,

WHEREAS, Mortgagor and Mortgagee desire to further modify the terms of said Mortgage as modified as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Mortgagor and Mortgagee agree that the Mortgage as modified is further modified as follows:

1. Mortgagor has entered into this Modification Agreement with Mortgagee whereby the terms of the Note and Mortgage as previously modified with respect to the amount of the indebtedness and terms will be further modified as follows:

a. The amount of the indebtedness due from Mortgagor to Mortgagee shall be increased to **\$3,975,000.00** from **\$1,274,410.00**.

b. The Mortgagor agrees to pay the principal balance of the amount owed by it to Mortgagee and to pay the interest on the unpaid balance of the amount owed by it to Mortgagee pursuant to the terms of a Renewal Note executed contemporaneously herewith.

c. The maturity of the outstanding indebtedness shall remain unchanged from that of the original term stated in said Note and Mortgage.

2. This Second Mortgage Modification Agreement is for the purpose of advancing additional monies as set out in the Note.

3. This Second Mortgage Modification Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

4. By execution hereof, Mortgagor hereby reaffirms all of its obligations set forth in the Note dated May 26, 2004 and September 27, 2004 and Mortgage dated May 26, 2004, and Mortgage Modification Agreement dated September 27, 2004 and agrees to perform each and every covenant, agreement and obligation contained therein and to be bound by each and all of the terms and provisions as herein further modified.

5. Mortgagor hereby agrees that all of the property described in the Mortgage shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and this Modification Agreement and nothing herein contained, or done shall affect the lien, charge or encumbrance effected by the Mortgage, Mortgage Modification Agreement or this Second Modification Agreement, or the priority thereof over other liens, charges, encumbrances or conveyances.

6. Except as modified herein, all of the terms and conditions of the Mortgage and Mortgage Modification Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed or have caused these presents to be executed by its duly authorized officer on the day and year first above written

**MORTGAGOR:**

EDWARDS SPECIALTIES, INC.

By: \_\_\_\_\_  
Its President

**MORTGAGEE:**

AMSOUTH BANK

By: \_\_\_\_\_  
Its Vice President

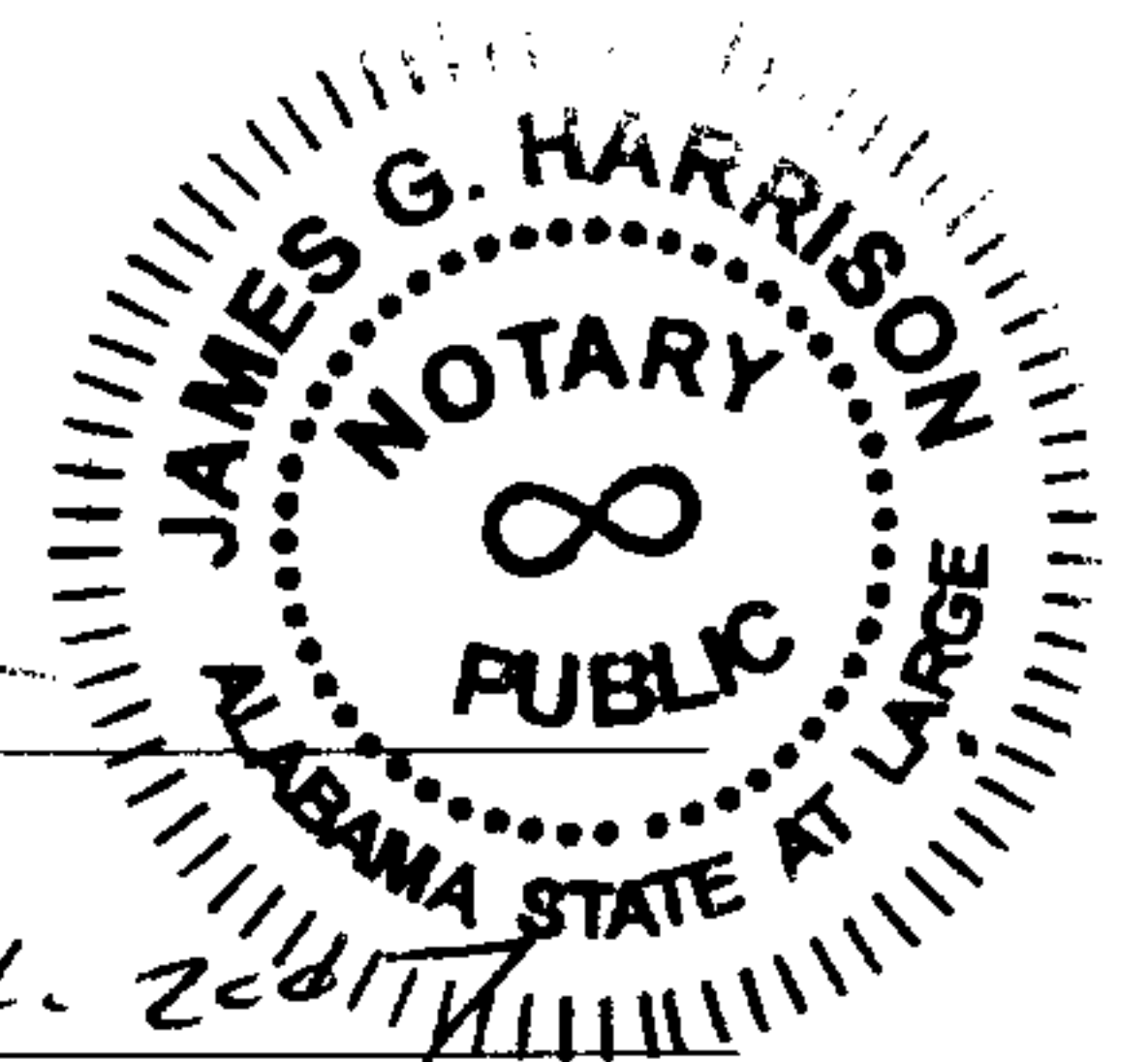
STATE OF ALABAMA     )  
                                      :  
MADISON COUNTY     )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **ALDEN R. EDWARDS**, whose name as President of **EDWARDS SPECIALTIES, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29<sup>th</sup> day of October, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: 7-14-2007



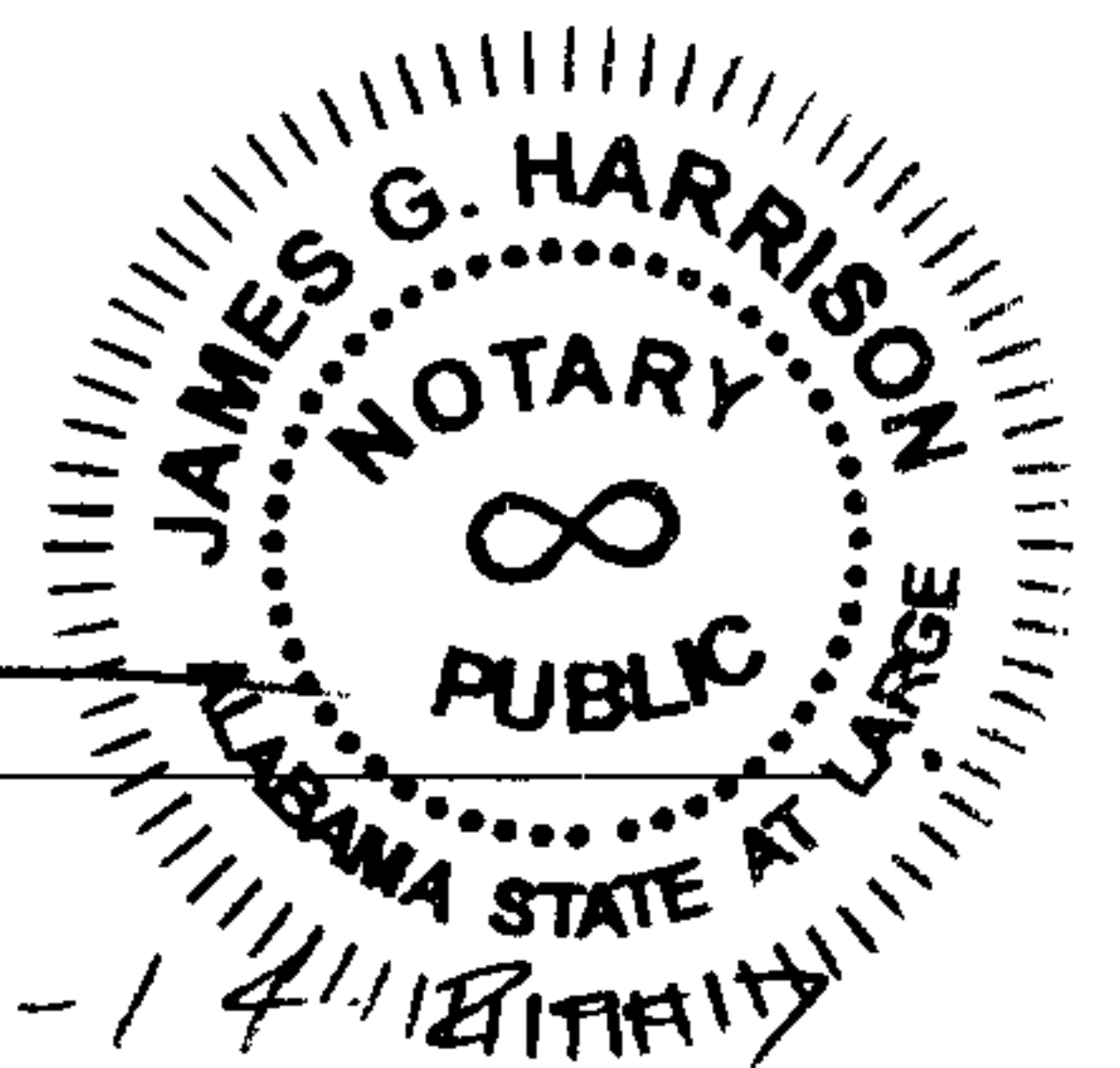
STATE OF ALABAMA     )  
                                      :  
MADISON COUNTY     )

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that **RANDELL L. DICKSON**, whose name as Vice President of **AMSOUTH BANK**, a state banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation.

Given under my hand and seal this 29<sup>th</sup> day of October, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: 7-14-2007



THIS INSTRUMENT PREPARED BY:  
JAMES G. HARRISON  
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.  
2430 L & N Drive  
Huntsville, Alabama 35801