

Record in Shelby County

**SECOND 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 April 29, 2005 by **TIMBERLAKE DEVELOPMENT, LLC** (hereinafter "Borrower") in favor of **ALIAN BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20050505000216620 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 was amended by an Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement dated September 19, 2005 and recorded as Instrument 20050927000502610 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Borrower has requested Bank to release some of the property described on the Mortgage, and Bank is agreeable so to do, provided Borrower causes the Mortgage to be amended to add thereto all of the property described on Exhibit "B" attached hereto (hereinafter the "New Property").

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to release some of the property described in the Mortgage, the Mortgage is hereby amended as follows:

- 1) The New Property is hereby added to the Mortgage and to the property described in the Mortgage.
- 2) Borrower does hereby grant, bargain, sell convey and mortgage (in accordance with the terms of the Mortgage) to Bank the New Property.

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 and to cover not only the property described therein but also the New Property.

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.

Engel Hines Co.



20051108000581410 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
11/08/2005 01:51:48PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this ____ day of September, 2005.

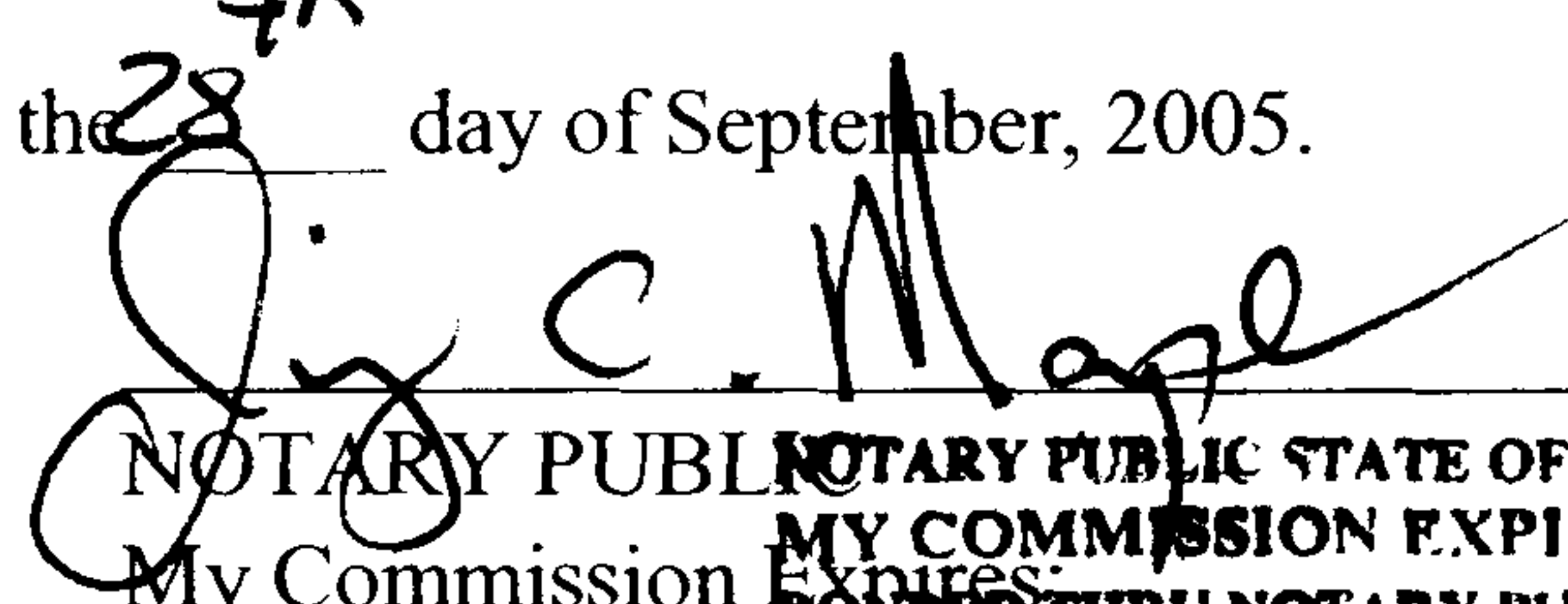
TIMBERLAKE DEVELOPMENT, LLC

BY: 
Connor Farmer (Its Member)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Connor Farmer, whose name as Member of TIMBERLAKE DEVELOPMENT, LLC, a limited liability 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, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the th28 day of September, 2005.


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: **July 16, 2009**
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

**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"

A Parcel of land situated in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Section 13, Township 20 South, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 225.37 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 1,114.17 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 346.81 feet to the Westerly right of way of U.S. Highway # 31 (200' ROW); thence South 27 degrees 43 minutes 08 seconds West and along said right of way, a distance of 354.35 feet; thence North 89 degrees 21 minutes 51 seconds West and leaving said right of way, a distance of 841.34 feet to a point on the easterly right of way line of Shelby County Highway #105 (Bearden Road – 80' ROW) said point being the point of a non tangent curve to the left having a radius of 1100.00 feet, a central angle of 23 degrees 00 minutes 58 seconds and subtended by a chord which bears North 15 degrees 44 minutes 09 seconds West a chord distance of 438.91 feet; thence northerly along the curve and said right of way an arc distance of 441.88 feet; thence North 27 degrees 14 minutes 38 seconds West and along said right of way, a distance of 16.50 feet to the point of a non tangent curve to the left, having a radius of 70.83 feet having a central angle of 47 degrees 24 minutes 51 seconds and subtended by a chord which bears North 22 degrees 55 minutes 36 seconds East a chord distance of 56.96 feet; thence northeasterly along curve and leaving said right of way an arc distance of 58.62 feet; thence North 00 degrees 46 minutes 50 seconds West, a distance of 175.35 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2005, a lien but not yet payable; ii) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 223 page 80, Deed 102 page 397, Deed 127 page 597 and Deed 134 page 37 in the Probate Office; iii) Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Deed 102 page 17 and Deed 76 page 259 in the Probate Office; iv) Less and except any portion of land lying within US Highway 31 right of way; v) Less and except any portion of land lying within County Road No. 105; and vi) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.



20051108000581410 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"

A parcel of land situated in the NW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW Corner of Section 13, Township 20 south, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East, a distance of 1,339.54 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 218.06 feet to the POINT OF BEGINNING; thence South 53 degrees 45 minutes 50 seconds East a distance of 58.29 feet to the Westerly right of way line of U.S. Highway # 31 (200 feet Right of Way); thence South 26 degrees 43 minutes 00 seconds West along said right of way, a distance of 105.56 feet; thence North 00 degrees 11 minutes 48 seconds East and leaving said right of way a distance of 128.75 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.