
AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made and entered into the 23rd day of June, 2006, is by and between **COMPASS BANK** (hereinafter referred to as "Lender") and **MJM CHELSEA, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower").

RECITALS:

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of One Million Six Hundred Sixty Five Thousand and No/100 Dollars (\$1,665,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$1,665,000.00 dated November 21, 2005, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated November 21, 2005, recorded at Instrument No. 20051201000623480 on December 1, 2005 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

Borrower has executed and delivered to Lender simultaneously herewith an Amended and Restated Promissory Note increasing the Note amount from \$1,665,000.00 to \$6,000,000.00, and the Mortgage as referred to above is given to secure the additional advance in the amount of \$4,335,000.00.

The parties are desirous of amending said Mortgage to secure the additional advance.

AGREEMENT


NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Four Million Three Hundred Thirty Five Thousand and No/100 Dollars (\$4,335,000.00). Any reference to indebtedness or Loan shall mean the sum of Six Million and No/100 Dollars (\$6,000,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

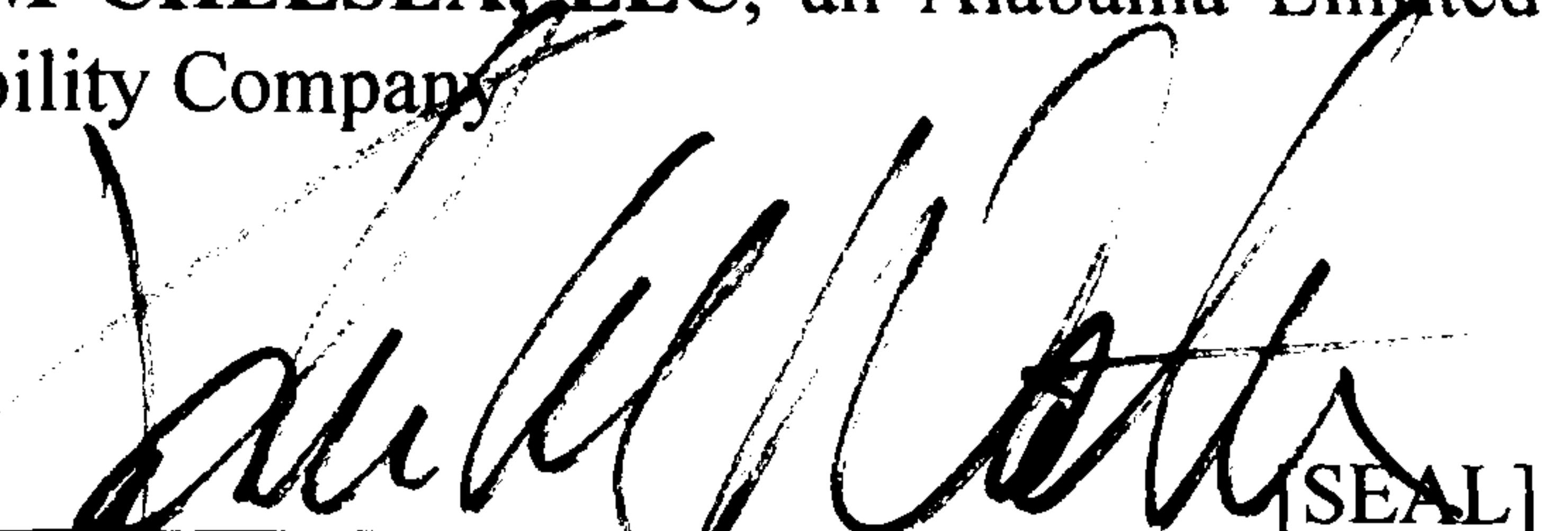
LENDER:

COMPASS BANK

By:  [SEAL]
Albert M. Watson
Its Vice President

BORROWER:

MJM CHELSEA, LLC, an Alabama Limited Liability Company

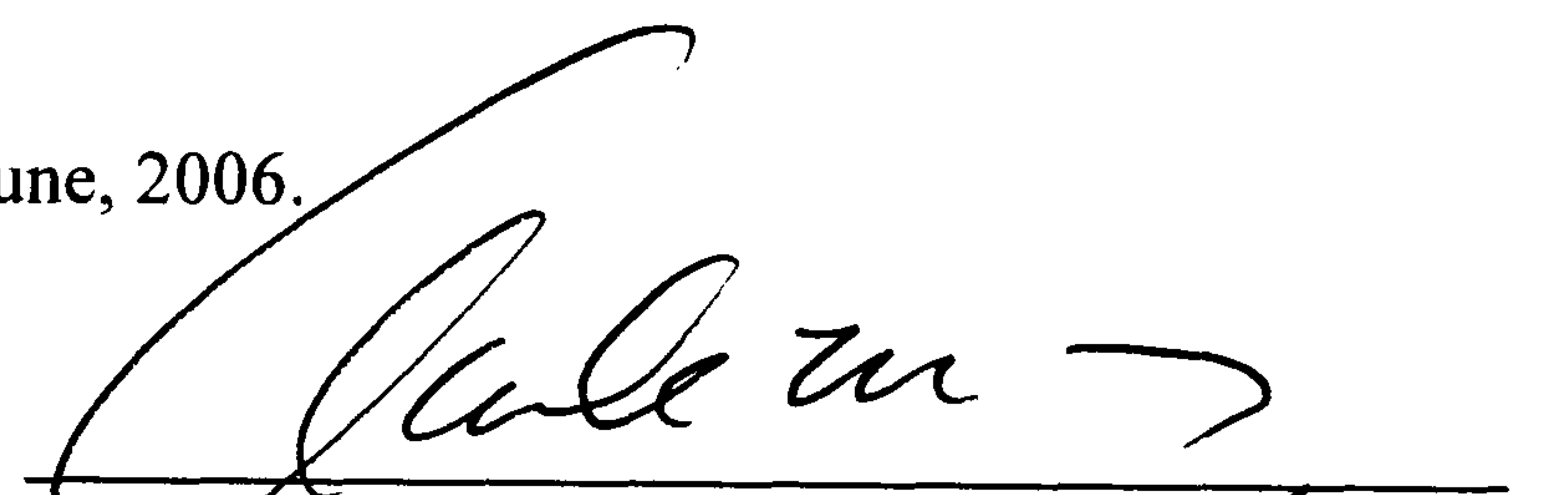
By:  [SEAL]
John M. Walters
Its Member

By:  [SEAL]
Michael D. Hopper
Its Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Albert M. Watson, whose name as Vice President of **COMPASS BANK**, 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 in his capacity 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 23rd day of June, 2006.


NOTARY PUBLIC
My Commission Expires: 12/21/2007


[NOTARIAL SEAL]

20060627000308430 3/3 \$6519.50
Shelby Cnty Judge of Probate, AL
06/27/2006 02:25:48PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John M. Walters and Michael D. Hopper, whose names as Members of **MJM CHELSEA, LLC**, an Alabama Limited Liability Company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such Members and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 23rd day of June, 2006.


NOTARY PUBLIC
My Commission Expires: 12/28/2007

[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY:

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