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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS,
AND SECURITY AGREEMENT
AND FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AMENDMENT made and entered into as of the 30th day of December, 1985, by and between Seaman Timber Company, Inc., an Alabama corporation (hereinafter called "Grantor"), and AETNA LIFE INSURANCE COMPANY, a Connecticut corporation (hereinafter called "Aetna");

W I T N E S S E T H T H A T:

WHEREAS, Grantor has executed and delivered to Aetna that certain Promissory Note in the original principal amount of \$2,500,000.00 dated July 8, 1981 (the aforesaid Promissory Note being hereinafter called the "Note"); and

WHEREAS, the indebtedness evidenced by the Note is secured, in part, by that certain Mortgage, Assignment of Rents and Security Agreement dated July 8, 1981, recorded in Deed Book 413, Page 939, Probate Office, Shelby County, Alabama (the aforesaid Mortgage, Assignment of Rents and Security Agreement being hereinafter called the "Mortgage"); and

WHEREAS, the indebtedness evidenced by the Note is also secured by a certain Assignment of Rents and Leases dated July 8, 1981 executed by Grantor in favor of Aetna (the "Assignment"); and

WHEREAS, Grantor and Aetna desire to amend and modify the Mortgage and the Assignment as hereinafter provided;

1. Any reference to the Note in the Mortgage shall include the First Amendment to Note dated of even date herewith and the Mortgage shall secure all indebtedness evidenced by the Note, as amended by the First Amendment to Note.

2. The maturity date of the Note is hereby modified and shall be July 1, 1988.

3. Any reference to the Note in the Assignment shall include the First Amendment to Note. Any reference to Mortgage in the Assignment shall include the Mortgage and this First

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✓ Seaman Timber Company, Inc.

Amendment to Mortgage, Assignment of Rents, and Security Agreement and First Amendment to Assignment of Rents and Leases.

4. The Assignment shall secure the indebtedness evidenced by the Note, as amended by the First Amendment to Note.

NOW, THEREFORE, for and in consideration of the foregoing, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Aetna hereby covenant and agree and amend the Mortgage as follows:

Except as amended and modified hereby, the Mortgage and the Assignment shall otherwise remain in full force and effect.

Grantor acknowledges that Grantor, jointly or severally, has no set-off, counterclaim or other defense to the rights of Aetna under the Security Deed or the Assignment as amended hereby or the Note and Grantor hereby ratifies and affirms the Security Deed and Assignment as amended by this Amendment, the Note and the obligations of Grantor thereunder.

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed by its duly authorized officers and its corporate seal affixed thereto as of the day and year first above written.

SEAMAN TIMBER COMPANY, INC.

By: James D. Seaman
James D. Seaman, President

Attest: Janet W. Seaman
Janet W. Seaman, Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

Deanna E. Orr
Unofficial Witness

Leta M. Eads
Notary Public

My Commission Expires:
My Commission Expires Jan. 31, 1988

[IMPRESS NOTARIAL SEAL]

Exact date executed by Notary:

December 30, 1985

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IN WITNESS WHEREOF, Aetna has caused this Amendment to be executed by its duly authorized officers and its corporate seal affixed hereto, as of the day and year first above written.

AETNA LIFE INSURANCE COMPANY

Signed, sealed and delivered in the presence of:

By: *William H. G. Thibault*

Title: ASSISTANT VICE PRESIDENT

Shirley R. Watkins
Unofficial Witness

Attest: *Antonia C. Hebert*

Title: Assistant Secretary

Carolyn Z. Grehan
Notary Public

[CORPORATE SEAL]

My Commission Expires:

[IMPRESS NOTARIAL SEAL]

Exact date executed by Notary:

January 15, 1986

CAROLYN Z. GREHAN
Notary Public Within and for
the State of Connecticut
MY COMMISSION EXPIRES MARCH 31, 1989

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 FEB -4 PH 12:43

Thomas A. Henderson, Jr.
JUDGE OF THE STATE

7 Mty. tax - 3312.00
rec 7.50
Ind. 1.00
3320.50

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