

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement is entered into as of this 12th day of July, 1993, among **The Industrial Development Board of the City of Hoover** (the "Board"), **Bud's Best Cookies, Inc.** (the "Company") (the Board and the Company are herein together called the "Mortgagors"), and **SouthTrust Bank of Alabama, National Association** (the "Mortgagee").

Recitals

A. The Mortgagors executed in favor of the Mortgagee that certain Mortgage and Security Agreement dated as of December 1, 1991, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 381, commencing at page 488 (the "Mortgage").

B. The Mortgagors have requested that the Mortgagee execute a Declaration of Vacation vacating a portion of Parkway Office Circle, which abuts the Mortgaged Property, as defined in the Mortgage, and to execute a subdivision map, pursuant to which a relocated Parkway Office Circle will be dedicated to the public use.

C. As a result of the vacation, the Company and the Board have each acquired real property interests in certain real estate that is presently part of the portion of Parkway Office Circle that is being vacated.

D. The Mortgagee has consented to execute the Declaration of Vacation and the subdivision map, upon condition that the additional property acquired by the Board and the Company be subjected to the lien of the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the Recitals, the Mortgagors and the Mortgagee hereby amend the Mortgage by adding the following provision in addition to, and not in replacement of any of, the provisions contained in the Mortgage:

To secure the prompt payment of the Secured Obligations, the Mortgagors do hereby grant, bargain, sell, alien and convey to the Mortgagee, its successors and assigns, the property described on Exhibit A-1, attached hereto and made a part hereof, which shall henceforth be included in the defined term "Mortgaged Property".

Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

1

09/13/1993-27786
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.50

Inst # 1993-27786

IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth above.

BUD'S BEST COOKIES, INC.

By Albert L. Casor
Its Pres.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF HOOVER

By Walter McMan
Its CHAIRMAN

ATTEST:

By Jane Arumour
Its Secretary

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION

By Stephen F. Vickers
Its Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert L. Casor, whose name as President of BUD'S BEST COOKIES, INC., a 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 said Amendment to Mortgage and Security Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of July, 1993.

August

B. Lynn McLaughlin
Notary Public

AFFIX SEAL

My commission expires: 7-15-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Walter E. McMan and Joyce Amman, whose names as Chairman and Secretary, respectively, of The Industrial Development Board of the City of Hoover, a corporation, 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 said Amendment to Mortgage and Security Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of ~~July~~, 1993.

August

B. Lynn McLaughly
Notary Public

AFFIX SEAL

My commission expires: 7-15-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen F. Vickery, whose name as Vice President of SouthTrust Bank of Alabama, National Association, a national banking association, 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 Amendment to Mortgage and Security Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this the 10th day of ~~July~~, 1993.

August

Stephen F. Vickery
Notary Public

AFFIX SEAL

My Commission Expires April 22, 1997
My commission expires: _____

This instrument prepared by:

Kay K. Bains, Esq.
WALSTON, STABLER, WELLS,
ANDERSON & BAINS
505 N. 20th Street, Suite 500
P. O. Box 830642
Birmingham, Alabama 35283-0642
(205) 251-9600

Exhibit A-1 to
Amendment to Mortgage
and Security Agreement

A parcel of land situated in the N.E. 1/4 of the S.E. 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of the N.E. 1/4 of the S.E. 1/4 of Section 19, Township 19 South, Range 2 West and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 327.70 feet to a point; thence $99^{\circ}43'32''$ to the left in a Southwesterly direction a distance of 632.53 feet to a point on the Northeasterly right-of-way line to Parkway Office Circle as now located for the POINT OF BEGINNING; thence continue in a Southwesterly direction along the last stated course a distance of 44.55 feet to a point on the Southeasterly right-of-way line of the proposed Relocated Parkway Office Circle, said point being on the arc of a curve to the left having a radius of 280.00 feet and a central angle of $18^{\circ}40'43''$; thence $105^{\circ}11'02''$ to the right (angle measured to tangent) in a Northeasterly, then Northerly, then Northwesterly direction along the right-of-way line of said Circle and along the arc of said curve a distance of 91.28 feet to a point on the Northeasterly right-of-way line of Parkway Office Circle as now located, said point being on the arc of a curve to the left having a radius of 400.00 feet and a central angle of $2^{\circ}45'30''$; thence $164^{\circ}39'15''$ to the right (angle measured to tangent) in a Southeasterly direction along the Northeasterly right-of-way line of Parkway Office Circle as now located and along the arc of said curve a distance of 19.26 feet to the P.T (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of said Circle a distance of 77.80 feet to the POINT OF BEGINNING.

Containing 1,768.99 square feet or 0.0406 acres.

Exhibit A-1 to
Amendment to Mortgage
and Security Agreement

A parcel of land situated in the N.E. 1/4 of the S.E. 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of the N.E. 1/4 of the S.E. 1/4 of Section 19, Township 19 South, Range 2 West and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 327.70 feet to a point; thence $99^{\circ}43'32''$ to the left in a Southwesterly direction a distance of 632.53 feet to a point on the Northeasterly right-of-way line to Parkway Office Circle as now located for the POINT OF BEGINNING; thence continue in a Southwesterly direction along the last stated course a distance of 44.55 feet to a point on the Southeasterly right-of-way line of the proposed Relocated Parkway Office Circle, said point being on the arc of a curve to the left having a radius of 280.00 feet and a central angle of $18^{\circ}40'43''$; thence $105^{\circ}11'02''$ to the right (angle measured to tangent) in a Northeasterly, then Northerly, then Northwesterly direction along the right-of-way line of said Circle and along the arc of said curve a distance of 91.28 feet to a point on the Northeasterly right-of-way line of Parkway Office Circle as now located, said point being on the arc of a curve to the left having a radius of 400.00 feet and a central angle of $2^{\circ}45'30''$; thence $164^{\circ}39'15''$ to the right (angle measured to tangent) in a Southeasterly direction along the Northeasterly right-of-way line of Parkway Office Circle as now located and along the arc of said curve a distance of 19.26 feet to the P.T (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of said Circle a distance of 77.80 feet to the POINT OF BEGINNING.

Containing 1,768.99 square feet or 0.0406 acres.

Inst. # 1993-27786

09/13/1993-27786
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.50