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AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement is entered into as of this 31st day of October, 1993, among The Industrial Development Board of the Town of Pelham (the "Board"), Peltown Realty Company (the "Lessee"), and First National Bank of Jasper (the "Mortgagee").

Recitals

A. The Board and the Lessee executed in favor of the Mortgagee that certain Mortgage and Security Agreement dated as of October 1, 1986, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 100, commencing at page 247 (the "Mortgage").

B. Pursuant to that certain Lease Agreement dated as of October 1, 1986 between the Board and the Lessee, the Board leased the real property described in the Mortgage (the "Real Property") and the improvements thereon or to be constructed thereon, and other property, all of which is described in said Lease Agreement, to the Lessee.

C. Pursuant to that certain Sublease Agreement dated as of October 1, 1986 between the Lessee and Vulcan Threaded Products, Inc ("Vulcan"), the Lessee subleased the Real Property and the improvements thereon or to be constructed thereon and other property, all of which is described in said Sublease Agreement, to Vulcan.

D. Vulcan constructed a manufacturing facility and some related improvements on the Real Property. Among the related improvements is a metal building constructed by Vulcan along the western boundary of the Real Property. Inadvertently, the metal building was constructed in such a manner that it crossed the boundary line and encroached upon the property (the "Adjoining Property") lying immediately to the west of the Real Property.

E. The Lessee owns the Adjoining Property and in order to cure the encroachment referred to in Recital D and so that the metal building will be situated on the same parcel of property as Vulcan's manufacturing facility referred to in Recital D, above, the Lessee has, by Warranty Deed of even date herewith, conveyed the portion of the Adjoining Property more particularly described below to the Board.

F. The Board has agreed to amend the Mortgage to include in the property mortgaged to the Mortgagee thereunder the portion of the Adjoining Property described below, which the Lessee has today conveyed to the Board.

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SHELBY COUNTY JUDGE OF PROBATE
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Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board, the Lessee, 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 Obligations, the Mortgagors do hereby grant, bargain, sell, and convey, unto the Mortgagee, its successors and assigns, the property and interest in real property located in Shelby County, Alabama contiguous to the Project Site described in Granting Clause A of this Mortgage described as follows:

Commence at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly 480.00' to a point; Thence turn 1°30'55" right and continue northeasterly 331.34' to a point; Thence turn 112°00'50" left and run westerly along the south line of the Vulcan Threaded Products Company property line a distance of 788.41' to the point of beginning of the property being described; Thence continue along last described course a distance of 6.97' to a point; Thence turn 89°04'12" right and run northerly a distance of 306.66' to a point; Thence turn 178°41'59" right and run southerly a distance of 306.85' to the point of beginning, containing 1,069 square feet or 0.245 of an acre.

which shall henceforth be included in the defined term "Project Site." The new description of the Project Site as a whole, including both the Project Site described in Granting Clause A of this Mortgage and the Mortgaged Property described above in this provision, is set out on Schedule 1.

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

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

FIRST NATIONAL BANK OF JASPER

By *L. Gwathney McCallum Jr.*
Title: *President*

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM**

By *Donna E. Spieker*
Title: *Chairman*

ATTEST:

By *Talbott T. Evers*
Title: *Secretary*

PELTOWN REALTY COMPANY

By *William H. Upson Jr.*
General Partner
By *W. A. Upson*
General Partner
By *William F. Jenkins Jr.*
General Partner

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *L. Gwathney McCallum Jr.*, whose name as *President* of First National Bank of Jasper, 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 *14th* day of *January*, 199*4*.

Sandra H. Serapini
Notary Public

AFFIX SEAL

My commission expires: *8/20/95*

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donnell M. Spiller and Tillman T. Emerson, whose names as Chairman and Secretary, respectively, of The Industrial Development Board of the Town of Pelham, 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 Indenture of Trust, 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 14th day of January, 1994.

SBA Beasley
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES MARCH 30, 1997
My commission expires: ~~03/30/97~~

STATE OF ALABAMA)
Shelby COUNTY)

I, Sonja D. Fleming, a Notary Public in and for said county and in said State, do hereby certify that William Upton Jr. and Kent Upton, whose names as general partners of Peltown Realty Company, a partnership organized under the laws of the State of Alabama, are signed to the foregoing Amendment to Lease Agreement and who are known to me acknowledged before me on this day that, being informed of the contents of said Amendment to Lease Agreement, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 13th day of Jan., 1994.

Sonja D. Fleming
Notary Public
My Commission expires: Oct. 1, 1994

This instrument prepared by:

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

SCHEDULE 1

Commence at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly a distance of 480.00' to an iron (steel) pin; Thence turn 1°30'55" right and continue northeasterly a distance of 331.34' to an "X" in a concrete retaining wall marking the southeastern corner of subject property and the point of beginning of the parcel being described; Thence continue along last described course a distance of 109.72' to a point; Thence turn 12°10'14" right and run a distance of 252.80' to a point on the southerly margin of Crosscreek Trail, a public street in the City of Pelham, Alabama; Thence turn 124°10'04" left and run westerly along said margin of said street a distance of 103.25' to the P.C. (Point of Curvature) of a street curve to the right having a central angle of 29°41'30" and a radius of 662.59'; Thence run along the arc of said curve an arc distance of 343.37' to a point; Thence left 27°18'10" from tangent and run westerly 293.74' to a point; Thence turn 24°15'05" left and run Southwesterly a distance of 278.61' to a point; Thence turn 69°05'03" left and run southerly a distance of 306.66' to a point; Thence turn 89°04'12" left and run easterly a distance of 795.38' to the point of beginning, containing 7.40 acres. Property is marked on each corner with a steel pin, pipe, monument or "X" in concrete.

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