

This instrument prepared by:

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2000 SouthBridge Parkway
Suite 525
Birmingham, Alabama 35209

STATE OF ALABAMA)

SHELBY COUNTY)

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

WHEREAS, EJM INVESTMENT COMPANY, an Alabama general partnership ("Mortgagor") executed and delivered to **FIRST COMMERCIAL BANK**, an Alabama state banking corporation ("Mortgagee"), that certain Mortgage and Security Agreement dated March 22, 1991 and recorded in Book 336, Page 300 in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Mortgagee and Mortgagor amended the Mortgage on August 5, 1993 by instrument recorded in instrument number 1993-23965 in the Probate Office of Shelby County, Alabama; and

WHEREAS, Mortgagee has agreed to extend additional indebtedness to Mortgagor in connection with the acquisition of certain real estate by Mortgagor, such additional indebtedness to be secured by the Mortgage;

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

Inst # 1994-21692

07/11/1994-21692
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SHELBY COUNTY JUDGE OF PROBATE
006 MCD 142.90

Inst # 1994-21692

1. The Mortgage, as previously amended, is hereby further amended by adding to the legal description of the Mortgaged Property the following:

Parcel II - Shelby County, Alabama:

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West; thence run south along the West boundary of said section for a distance of 3288.18 feet; thence turn an angle of 90 degrees to the left and run in an easterly direction for a distance of 2408.89 feet to a point on the West boundary line of a county dirt road; thence turn an angle of 41 degrees 13 minutes 06 seconds to the right and run in a southeasterly direction for a distance of 173.81 feet; thence turn an angle to the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction along the southerly right-of-way line of U.S. Highway No. 280 for a distance of 68.01 feet; thence turn an angle to the left of 22 degrees 44 minutes 51 seconds and run in a southwesterly direction for a distance of 66.18 feet to the Point of Beginning; from the Point of Beginning thus obtained continue in a southwesterly direction along last described course for a distance of 227.82 feet; thence turn an angle to the left of 106 degrees 17 minutes 51 seconds and run in a southeasterly direction for a distance of 185.53 feet; thence turn an angle of 90 degrees to the left and run in a northeasterly direction for a distance of 196.47 feet; thence turn an angle to the left of 79 degrees 39 minutes 31 seconds and run in a northwesterly direction for a distance of 123.61 feet to the Point of Beginning.

2. The Mortgage, as previously amended is hereby further amended by adding the following phrase at the end of paragraph (i) on page 2 of the Mortgage, as previously amended:

"and payment of a certain promissory note in the principal sum of Three Hundred Four Thousand Two Hundred Sixty-Nine and 41/100 Dollars (\$304,269.41) dated July 7 1994, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions, or increases of said Note, or any part thereof;"

Except as amended hereby, the Mortgage, as previously amended, shall remain in full force and effect and its provisions hereby are ratified and affirmed.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ____ day of July, 1994.

MORTGAGOR:

EJM INVESTMENT COMPANY, an
Alabama limited partnership

By: Edward J. Marino
Edward J. Marino
Its General Partner

By: Anthony P. Marino
Anthony P. Marino
Its General Partner

By: E. J. Marino Jr.
E. J. Marino, Jr.
Its General Partner

MORTGAGEE:

FIRST COMMERCIAL BANK

By: Paul B. Wallace
Paul B. Wallace
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 Edward J. Marino, whose name as General Partner of EJM Investment Company, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such general partner 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 7th day of July, 1994.

Frances Cicero Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony P. Marino, whose name as General Partner of EJM Investment Company, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such general partner 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 7th day of July, 1994.

Frances Cicero Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E. J. Marino, Jr., whose name as General Partner of EJM Investment Company, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such general partner 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 7th day of July, 1994.

Frances Cicero Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul B. Wallace, whose name as Vice President of First Commercial Bank, 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 thereof, he, 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 7th day of July, 1994.


Betty J Brown
Notary Public

My Commission Expires: 6-2-96

CERTIFICATE REGARDING INDEBTEDNESS

The undersigned First Commercial Bank, as Mortgagee, hereby certifies that the foregoing instrument is being filed in part as additional or substitute security for indebtedness secured by an instrument previously filed, upon the filing of which mortgage recording privilege taxes have been paid, and that the additional indebtedness secured hereby is \$80,575.00.

First Commercial Bank

By: 
Paul B. Wallace
Its Vice President

Inst # 1994-21692

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SHELBY COUNTY JUDGE OF PROBATE
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