

AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on June 1, 1995 by **ENVIROBUILD, INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1995-14789 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto, which is also known as Saddle Lake Farms, a Condominium, as evidenced by a Declaration of Condominium recorded as Instrument 1995-17533 in the Office of the Judge of Probate of Shelby County, Alabama, and by Plat recorded at Map Book 20, pages 20A & B in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$495,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$742.50 was paid.

WHEREAS, Borrower has requested Bank to lend to Borrower an additional \$855,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$495,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$855,000.00 made in connection herewith to Borrower, and all the interest thereon.

AMEND.mtg 7/11/95 9:19am

07/12/1995-18313
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 1298.50

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2). The term "Debt" as used in the Mortgage shall be defined to mean not only the Debt evidenced by the \$495,000.00 Note executed on June 1, 1995, and all interest thereon, and all extensions and renewals thereof, but also the \$855,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 11 day of July, 1995.

ENVIROBUILD, INC.

By: [Signature]
Gerd Anderson (Its President)

Attest: [Signature]
Roderick M. Nicholson (Its Secretary)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerd Anderson whose name as President of ENVIROBUILD, INC., 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 11 day of July, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6/7/99

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"

TO

AMENDMENT

TO

MORTGAGE

**ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

AFFIDAVIT AND AGREEMENT

LOAN AGREEMENT

Mortgagor/Borrower: ENVIROBUILD, INC.
Mortgagee/Lender: COLONIAL BANK

A parcel of land situated in the SE ¼ of Section 5 and in the NE ¼ of Section 8, Township 21 South, Range 2 West, in Shelby County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of Section 5, Township 21 South, Range 2 West; thence south 3 degrees 34 minutes 17 seconds east along the easterly boundary line of the NE ¼ of the NE ¼ of Section 9, of said township and range a distance of 291.75 feet to a point on the northerly right of way line of Shelby County Highway No. 339 (40' right of way from centerline) thence north 78 degrees 54 minutes 39 seconds west along said right of way line, a distance of 25.92 feet to a point; thence north 65 degrees 54 minutes 43 seconds west along said right of way line, a distance of 60.42 feet to a point; thence north 3 degrees 33 minutes 53 seconds west and leaving said right of way line a distance of 258.90 feet to a point; thence south 87 degrees 42 minutes 42 seconds west, a distance of 261.26 feet to a point; thence north 49 degrees 05 minutes 57 seconds west, a distance of 299.96 feet to a point; thence south 40 degrees 54 minutes 03 seconds west, a distance of 59.92 feet to a point; thence south 63 degrees 30 minutes 58 seconds west, a distance of 150.33 feet to a point; thence south 87 degrees 42 minutes 42 seconds west a distance of 148.35 feet to a point; thence north 70 degrees 33 minutes 14 seconds west, a distance of 135.55 feet to a point; thence north 35 degrees 26 minutes 58 seconds west, a distance of 274.91 feet to a point; thence north 19 degrees 34 minutes 08 seconds east, a distance of 531.58 feet to a point; thence north 70 degrees 25 minutes 52 seconds west, a distance of 61.00 feet to a point; thence around a curve in a clockwise direction having a delta angle of 31 degrees 20 minutes 40 seconds, an arc distance of 150.44 feet, a radius of 275.00 feet, and a chord of north 54 degrees 45 minutes 32 seconds west, a distance of 148.57 feet to a point; thence south 50 degrees 54 minutes 48 seconds west, a distance of 217.25 feet to a point; thence north 27 degrees 50 minutes 21 seconds west, a distance of 126.80 feet to a point; thence north 13 degrees 15 minutes 34 seconds west a distance of 127.24 feet to a point; thence south 40 degrees 48 minutes 08 seconds west, a distance of 383.62 feet to a point; thence south 27 degrees 04 minutes 29 seconds west, a distance of 150.00 feet to a point; thence north 76 degrees 07 minutes 44 seconds west a distance of 224.38 feet to a point; thence south 13 degrees 52 minutes 16 seconds west, a distance of 328.64 feet to a point; thence around a curve in a

EXHIBIT "A" (continued)

counterclockwise direction having a delta angle of 83 degrees 45 minutes 40 seconds an arc distance of 36.55 feet a radius of 25.00 feet, and a chord of south 28 degrees 00 minutes 34 seconds east, a distance of 33.38 feet to a point; thence north 76 degrees 07 minutes 26 seconds west a distance of 94.34 feet to a point; thence around a curve in a counterclockwise direction having a delta angle of 83 degrees 14 minutes 37 seconds, an arc distance of 36.32 feet, a radius of 25.00 feet, and a chord of north 55 degrees 29 minutes 35 seconds east, a distance of 33.21 feet to a point; thence north 13 degrees 52 minutes 16 seconds east, a distance of 364.78 feet to a point; thence north 49 degrees 11 minutes 52 seconds west, a distance of 284.94 feet to a point; thence north 40 degrees 48 minutes 38 seconds east, a distance of 542.19 feet to a point; thence south 64 degrees 10 minutes 00 seconds west, a distance of 323.20 feet to a point thence north 29 degrees 43 minutes 42 seconds west, a distance of 387.84 feet to a point; thence north 19 degrees 08 minutes 13 seconds east, a distance of 169.83 feet to a point; thence north 60 degrees 16 minutes 18 seconds east, a distance of 346.09 feet to a point; thence south 79 degrees 48 minutes 02 seconds west, a distance of 231.39 feet to a point; thence north 46 degrees 06 minutes 12 seconds west, a distance of 357.02 feet to a point; thence north 43 degrees 53 minutes 48 seconds east, a distance of 706.28 feet to a point on the northerly boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 5; thence north 88 degrees 00 minutes 44 seconds east, along said northerly boundary a distance of 452.28 feet to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section; thence north 88 degrees 06 minutes 12 seconds east along the northerly boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 1329.89 feet to the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence south 4 degrees 38 minutes 37 seconds east along the easterly boundary of the SE $\frac{1}{4}$ of said section a distance of 2625.01 feet to the point of beginning.

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ex.a 7/7/95 10:24am

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11:26 AM CERTIFIED
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