

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") which was executed on October 26, 1994 by BRYNLEIGH ESTATES DEVELOPMENT CO., INC. (hereinafter "Borrower") in favor of COLONIAL BANK (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1994-32267 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$950,000.00 and all renewals, extensions and modifications thereof.

WHEREAS, upon the recordation of the Mortgage and Assignment a mortgage tax of \$1,425.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$250,000.00, 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 \$950,000.00 Note executed in connection therewith, and all renewals, extensions and modifications thereof, but also an additional advance or loan of \$250,000.00 made in connection herewith to Borrower, and all the interest thereon.

2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$950,000.00 Note executed on October 26, 1994, and all interest thereon, and all extensions, renewals and modifications thereof, but also the \$250,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, renewals and modifications 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 21 day of February, 1996.

**BRYNLEIGH ESTATES DEVELOPMENT CO.,
INC.**

By: C.S.
Charles S.Givianpour (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles S.Givianpour, whose name as President of BRYNLEIGH ESTATES DEVELOPMENT CO., 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 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 21 day of February, 1996.

William B. Hairston III
NOTARY PUBLIC
My Commission Expires: 6/17/99

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**

AMENDED AND RESTATED LOAN AGREEMENT

AFFIDAVIT AND SUBORDINATION AGREEMENT

Inst # 1996-05855

02/23/1996-05855
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 388.50

Borrower: BRYNLEIGH ESTATES DEVELOPMENT CO., INC.
Lender: COLONIAL BANK

- a) The Northeast Quarter of the Northwest Quarter of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.
- b) the Northwest Quarter of the Northeast Quarter of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.
- c) That part of the Northwest Quarter of the Northwest Quarter of Section 33 and that part of the Northeast Quarter of the Northeast Quarter of Section 32 and that part of the South one-half of the Northeast Quarter of Section 32, Township 19 South, Range 1 West lying North and West of a line described more particularly as:

"Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter, Section 33; thence west along said section line for 49.64 chains to a point on the north line of Section 33; thence southwesterly to a point on the south line of the Southwest Quarter of the Northeast Quarter, Section 32 being 10.03 chains west of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 32."

LESS AND EXCEPT Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 19, 24, 25, 26, 27, 28, 29, and 31, according to the Survey of Brynleigh Estates, Givianpour's Addition to Double Mountain, as recorded in Map Book 19, page 139 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) Rights of ways granted to Alabama Power Company by instruments recorded in Deed Book 163 page 447 in Probate Office; ii) Rights of ways granted to Shelby County by instruments recorded in Deed Book 180, page 544, in Probate Office; iii) Mineral and mining rights not owned by Mortgagor, and all rights, privileges, conditions and covenants in connection therewith, except that no "Stripping Rights" are outstanding; and iv) all rights outstanding in that certain lease between Belcher Land and Timber Company and Chelsea Game Preserve, dated July 1, 1963.