

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES AND SECURITY AGREEMENT
DATED MAY 8, 1996**

THIS AMENDMENT made and entered into this 4th day of October, 1996, between **Terry M. Habshey** (hereinafter referred to as "Mortgagor" and "Guarantor") and **First Commercial Bank** (hereinafter referred to as "Lender").

RECITALS

Mortgagor is owner of the land and improvements located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

Lender is now the lawful owner and holder of (a) that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated May 8, 1996, and recorded at Instrument Number 1996-15348 of the Shelby County Probate Court (the "Mortgage"), securing payment of the sum of \$830,000.00, together with interest thereon (collectively, the "Indebtedness") and (b) the Note secured by said Mortgage, which Mortgage encumbers the Premises.

The Mortgage is a valid and enforceable lien upon the Premises.

Lender, Mortgagor and Guarantor have agreed to increase the loan amount from \$830,000.00 to \$1,230,000.00 on the Mortgage, and to modify the terms thereof, all in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the premises, covenants and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The loan amount, i.e., \$830,000.00 is increased to \$1,230,000.00 as evidenced by a Renewal Promissory Note of even date herewith, and the loan amount, as set forth in the Mortgage is hereby amended to \$1,230,000.00, and all references in same Mortgage to the sum of \$830,000.00 in the Mortgage are amended to reflect the sum of \$1,230,000.00

2. Mortgagor hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage, as the same is modified and extended in the Mortgage, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Mortgage as the same is modified.

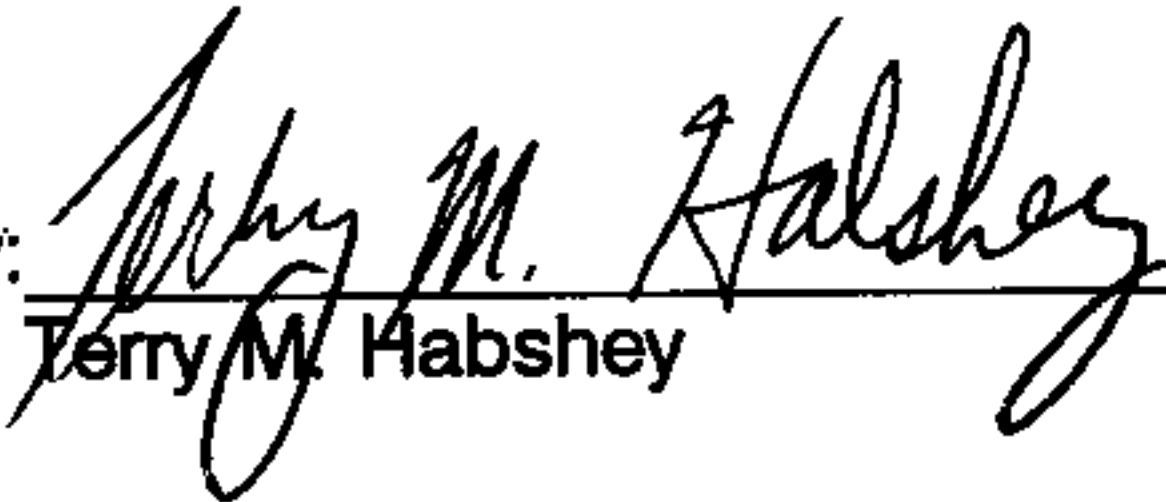
3. In all other respects the Mortgage, Assignment of Rents and Leases and Security Agreement, as written, shall remain in full force and effect, and Mortgagor and Lender hereby ratify and confirm the Mortgage, Assignment of Rents and Leases and Security Agreement as herein amended.

10/04/1996-33186
04:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 618.50

Inst # 1996-33186

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

MORTGAGOR (Mortgagor, Guarantor)

By:  (SEAL)
Terry M. Habshey

LENDER (Mortgagee, Secured Party)

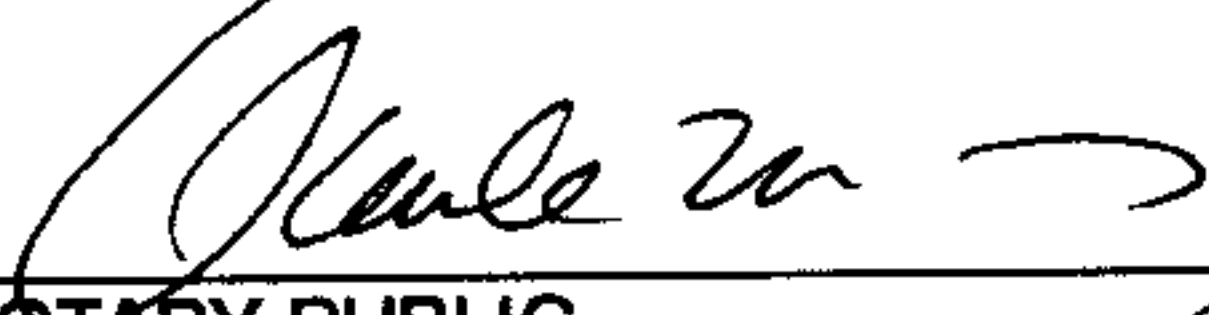
FIRST COMMERCIAL BANK

By:  (SEAL)
A. Todd Beard
Its First Vice-President

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Terry M. Habshey**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of October, 1996.


NOTARY PUBLIC
My Commission Expires: 12/28/99

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned, a notary public in and for said county in said state, hereby certify that **A. Todd Beard**, whose name as First Vice-President of First Commercial Bank is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he in his capacity as such officer, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 4th day of October, 1996.



NOTARY PUBLIC

My Commission Expires: 12/28/97

EXHIBIT "A"

BEGIN at the Northeast Corner of Section 19, Township 20 South, Range 3 West; thence South $89^{\circ}46'53''$ West and along the North line of said section a distance of 1311.56 feet; thence South $00^{\circ}03'09''$ West a distance of 902.50 feet to the center line of the Cahaba River, thence South $49^{\circ}57'16''$ East along said center line a distance of 313.25 feet; thence South $47^{\circ}12'27''$ East along said center line a distance of 287.14 feet; thence South $66^{\circ}33'27''$ East along said center line a distance of 517.42 feet; thence South $57^{\circ}44'42''$ East along said center line a distance of 193.77 feet; thence South $52^{\circ}57'57''$ East along said center line a distance of 177.51 feet to a point on the Northwesternly Right-of-Way of Shelby County Highway No. 52 (80' ROW); thence N $39^{\circ}16'52''$ East along said right-of-way and leaving said center line a distance of 261.19 feet to a point on a curve to the right having a central angle of $36^{\circ}05'00''$ and a radius of 1082.30 feet; thence along said right-of-way and the arc of said curve a distance of 681.60 feet, said arc subtended by a chord which bears N $57^{\circ}19'22''$ E a distance of 670.40 feet to the end of said curve; thence North $75^{\circ}21'52''$ East a distance of 598.20 feet; thence North $15^{\circ}08'46''$ West and leaving said right-of-way a distance of 1026.61 feet; thence North $89^{\circ}09'33''$ West along the north line of Section 20, Township 20 South, Range 3 West a distance of 408.12 feet to the center line of the Cahaba River, thence South $18^{\circ}08'42''$ West along said center line a distance of 108.44 feet; thence South $36^{\circ}38'55''$ West and along said center line a distance of 96.43 feet; thence South $59^{\circ}02'57''$ West and along said center line a distance of 96.43 feet; thence South $75^{\circ}38'03''$ West and along said center line a distance of 228.96 feet; thence North $84^{\circ}39'20''$ West and along said center line a distance of 152.96 feet thence North $00^{\circ}29'32''$ West leaving said center line and along the west line of said section a distance of 281.25 feet to the POINT OF BEGINNING.

Said parcel contained 69 acres, more or less.

Subject to:

1. First Mortgage from Terry M. Habshey to First National Bank of Columbiana dated February 1, 1994 in the amount of \$500,000.00 and recorded at Instrument Number 1994-3999 of Shelby County Probate Office;
2. Second Mortgage from Terry M. Habshey to First National Bank of Columbiana dated July 14, 1995 in the amount of \$150,000.00 and recorded at Instrument Number 1995-18869 of Shelby County Probate Office; and

3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 139 page 238 and Deed Book 139 page 309 in Probate Office.

4. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 155 page 425 and Deed Book 18 page 520 in Probate Office.

5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 247 page 853 and Real 46 page 69 in Probate Office.

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04:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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BRUNSPAW, JR 32523-0301
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Bryson Jc