

SECOND 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 July 27, 1998 by **WILSON OIL COMPANY, INC.** (hereinafter "Borrower") in favor of **THE BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1998-29317 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage was amended by Amendment recorded as Instrument 1998-38693 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage (as amended) secured an obligation in the total principal amount of \$1,025,000.00.

WHEREAS, upon the recordation of the Mortgage (as amended) a total mortgage tax of \$1,537.50 has been paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$85,100.00, 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 \$213,000.00 Note executed in connection therewith, and all renewals and extensions thereof, the \$812,000.00 advance made in connection with the October 2, 1998 amendment and all renewals and extensions thereof, but also an additional advance or loan of \$85,100.00 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 Debt evidenced by the \$213,000.00 Note executed on July 27, 1998 and all interest thereon, and all extensions and renewals thereof, the \$812,000.00 advance

made in connection with the October 2, 1998 amendment and all interest thereon, and all extensions and renewals thereof, but also the \$85,100.00 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 15 day of June, 1999.

WILSON OIL COMPANY, INC.

By: Raymond K. Wilson
Raymond K. Wilson (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond K. Wilson whose name as President of WILSON OIL COMPANY, INC., an Alabama 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 its capacity as aforesaid.

Given under my hand and official seal, this the 15 day of June, 1999.

William B. Hairston III
NOTARY PUBLIC

My Commission Expires: 6/17/03

**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

**SECOND AMENDMENT TO MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
AND SECURITY AGREEMENT**

AFFIDAVIT AND INDEMNITY

BORROWER: WILSON OIL COMPANY, INC.

LENDER: THE BANK

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West; thence North 0 degrees 33 minutes 00 seconds West for a distance of 399.41 feet to the point of beginning; thence continue along the last described course for a distance of 198.67 feet; thence South 87 degrees 40 minutes 52 seconds West for a distance of 236.99 feet to a point on the Easterly right of way line of Interstate Highway Number 65, also a part on a curve to the right having a central angle of 30 degrees 36 minutes 07 seconds and a radius of 379.18 feet, said curve having a chord bearing South 16 degrees 28 minutes 36 seconds West and a chord distance of 200.12 feet; thence along the arc of said curve and along said right of way line for a distance of 202.52 feet; thence North 89 degrees 27 minutes 00 seconds East and leaving said right of way for a distance of 295.47 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for 1998, a lien but not yet payable; ii) right-of-way to Calera Water Board recorded as Instrument 1997-13083; and iii) restrictions, covenants and conditions as set out in instrument 1995-1953.

Inst # 1999-26302

06/24/1999-26302
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 141.15