

**THIS INSTRUMENT PREPARED BY:**

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**STATE OF ALABAMA )  
JEFFERSON COUNTY )**

Inst # 1999-30357

07/20/1999-30357  
01:36 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 164.50

**SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

THIS AGREEMENT, made and entered into the 16<sup>th</sup> day of July, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **J&N 280, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower").

**RECITALS:**

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of One Million Two Hundred Seventy Five Thousand and No/100 Dollars (\$1,275,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$1,275,000.00 dated December 9, 1998, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated August 6, 1998, recorded at Inst. # 1998-30244 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage"), as amended by Amendment to Mortgage and Security Agreement dated December 9, 1998, recorded at Inst. # 1998-49315 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Amended Mortgage").

Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$1,375,000.00, and the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$1,375,000.00.

The parties are desirous of amending said Mortgage and Amended Mortgage to secure the additional Promissory Note.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage and Amended Mortgage is hereby amended to increase the indebtedness due Lender in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Any reference to indebtedness or Loan shall mean the sum of One Million Three Hundred Seventy Five Thousand and No/100 Dollars (\$1,375,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Mortgage and Amended Mortgage shall remain in full force and effect, and the Mortgage and Amended Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the

Mortgage and Amended Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

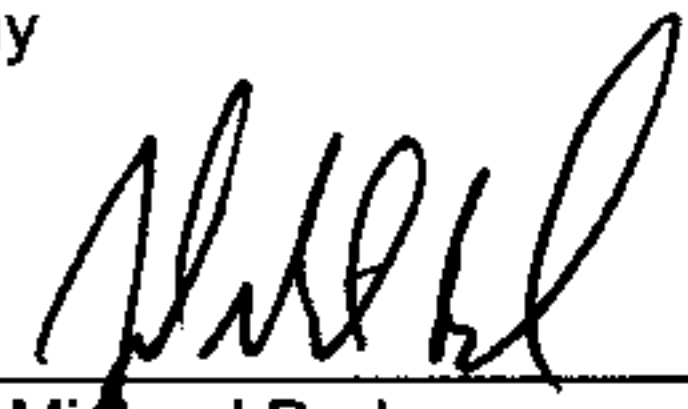
LENDER:

**FIRST COMMERCIAL BANK**, a State Bank

By:  [SEAL]  
Thomas K. Genetti  
Its First Vice President

BORROWER:


**J&N 280, LLC**, an Alabama Limited Liability Company

By:  [SEAL]  
John Michael Bodnar  
Its Managing Member

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that Thomas K. Genetti, whose name as First Vice President of **FIRST COMMERCIAL BANK**, a State Bank, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 15<sup>th</sup> day of July, 1999.

  
NOTARY PUBLIC  
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that John Michael Bodnar, whose name as Managing Member of J&N 280, LLC, an Alabama Limited Liability Company, 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 managing member and with full authority, executed the same voluntarily as the act of said limited liability company.

Given under my hand and seal this 15<sup>th</sup> day of July, 1999.

  
NOTARY PUBLIC

My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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