

**THIS INSTRUMENT PREPARED BY:**

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**STATE OF ALABAMA )  
JEFFERSON COUNTY )**

Inst # 1999-47454

11/19/1999-47454  
03:05 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NWS 26.00

**SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

THIS AGREEMENT, made and entered into the 18<sup>th</sup> day of November, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **BW & MMC, L.L.C.**, 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 Hundred Seventy Two Thousand and No/100 Dollars (\$172,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$172,000.00 dated September 29, 1999, 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 January 8, 1999, recorded at Inst. # 1999-01843 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Mortgage and Security Agreement dated September 29, 1999, recorded at Inst. # 1999-40869 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

Borrower has executed and delivered to Lender a Promissory Note in the amount of \$172,000.00 dated September 29, 1999, and has executed simultaneously herewith a Promissory Note Modification Agreement in the amount of \$177,778.74, and the Mortgage as referred to above is given to secure said Promissory Note Modification Agreement in the amount of \$177,784.74.

The parties are desirous of amending said Mortgage to secure the indebtedness as evidenced by the above mentioned Promissory Note Modification Agreement.

**AGREEMENT**

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

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Fifty Seven Hundred Seventy Eight and 74/100 Dollars (\$5,778.74). Any reference to indebtedness or Loan shall mean the sum of One Hundred Seventy Seven Thousand Seven Hundred Seventy Eight and 74/100 Dollars (\$177,778.74).


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 shall remain in full force and effect, and the 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.

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]  
T. Lane Wooley  
Its Vice President

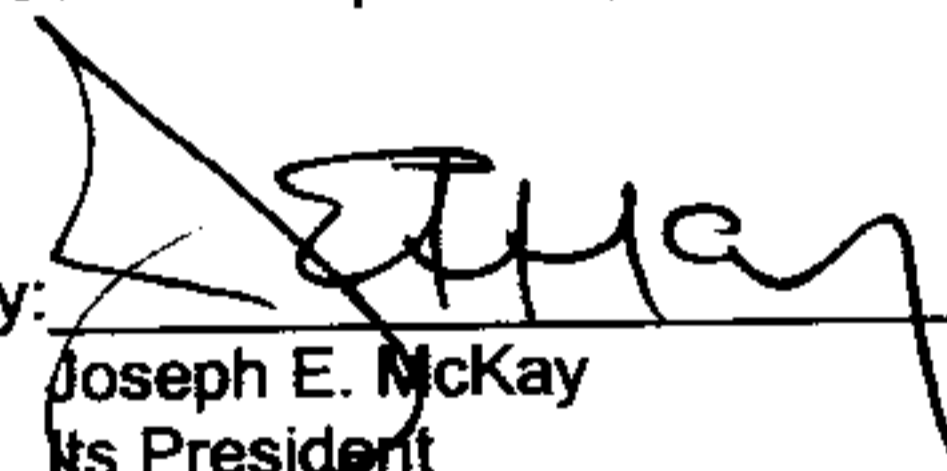
**BORROWER:**

**BW & MMC, L.L.C., an Alabama Limited Liability Company**

By: Lake Forest, L.L.C., an Alabama Limited Liability Company, Its Member

By:  [SEAL]  
Thomas H. Brigham, Jr.  
Its Managing Member

By: McKay Management Corporation, an Alabama Corporation, Its Member

By:  [SEAL]  
Joseph E. McKay  
Its President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that T. Lane Wooley, whose name as 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 18<sup>th</sup> day of November, 1999.

Cheryl A. Robinson  
NOTARY PUBLIC  
My Commission Expires: 7/10/03

[NOTARIAL SEAL]

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that Thomas H. Brigham, Jr., as Managing Member of Lake Forest, L.L.C., an Alabama Limited Liability Company, which is one of the Members of **BW & MMC, L.L.C.**, 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 authorized member and with full authority, executed the same voluntarily as the act of said limited liability company in its capacity as Member of said limited liability company.

Given under my hand and seal this 18<sup>th</sup> day of November, 1999.

Cheryl A. Robinson  
NOTARY PUBLIC  
My Commission Expires: 7/10/03

[NOTARIAL SEAL]

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that Joseph E. McKay, as President of McKay Management Corporation, an Alabama Corporation, which is one of the Members of BW & MMC, L.L.C., 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 authorized officer and with full authority, executed the same voluntarily as the act of said corporation in its capacity as Member of said limited liability company.

Given under my hand and seal this 18<sup>th</sup> day of November, 1999.

*Cheryl A. Robinson*  
NOTARY PUBLIC  
My Commission Expires: 7/10/03

[NOTARIAL SEAL]

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