

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, is made and entered into this 17th day of December, 1999, between **SIMIAN LAND, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower") and **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender").

RECITALS

WHEREAS, Borrower is justly indebted to Lender pursuant to a loan in the principal amount of Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00) (the "Loan") as evidenced by certain Promissory Notes dated August 19, 1999, payable to Lender in installments with interest thereon (hereinafter referred to as the "Notes"). The Notes are further evidenced and secured by a certain Mortgage and Security Agreement dated August 19, 1999, recorded at Inst. # 1999-35470 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$176,500.00, and the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$176,500.00; and

WHEREAS, the Mortgage is a valid and enforceable lien upon the Premises; and

WHEREAS, Borrower and Lender are desirous of amending said Mortgage to secure the additional Promissory Note and to include in the definition of Premises the land and improvements located in Shelby County, Alabama, and more particularly described on Exhibit "A-1" attached hereto and made a part hereof.

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

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of One Hundred Seventy Six Thousand Five Hundred and No/100 Dollars (\$176,500.00). Any reference to indebtedness or Loan shall mean the sum of Eight Hundred Six Thousand Five Hundred and No/100 Dollars (\$806,500.00).
2. Premises shall include all the land and improvements described on the attached Exhibits "A" and "A-1" made a part hereof.
3. 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.
4. Borrower 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.
5. Except as amended and modified, the Mortgage is hereby confirmed.

Inst # 1999-51414

12/21/1999-51414
10:15 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

005 CJ1 284.25

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

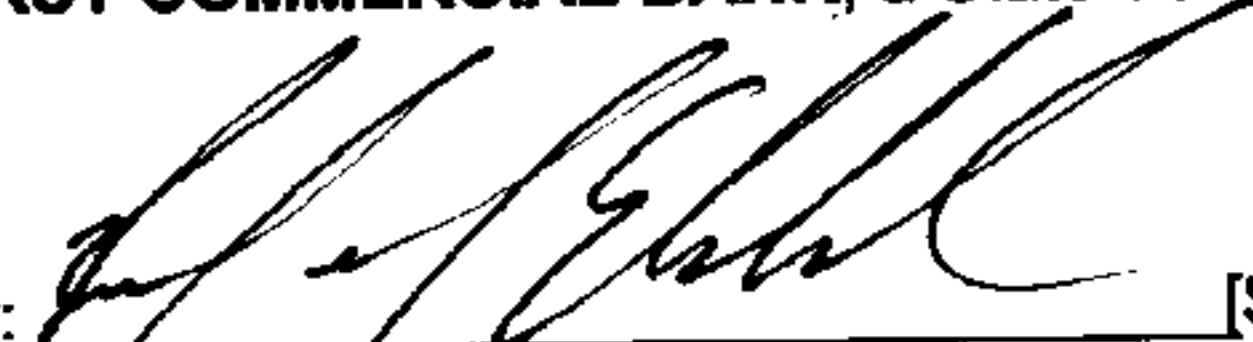
BORROWER:

SIMIAN LAND, L.L.C., an Alabama Limited Liability Company

By:  [SEAL]
Walter Wilson
Its Managing Member

LENDER:

FIRST COMMERCIAL BANK, a State Bank

By:  [SEAL]
Paul M. Schnabacker
Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Walter Wilson, whose name as Managing Member of **SIMIAN LAND, L.L.C.**, an Alabama Limited Liability Company, 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 instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 17th day of December, 1999


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Paul M. Schabacker, whose name as Vice President of **FIRST COMMERCIAL BANK**, a State 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 instrument, he, 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 17th day of December, 1999.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959

EXHIBIT "A"

Lots 1001, 1004, 1005, 1008, 1010 and 1014, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146, in the Probate Office of Shelby County, Alabama.

EXHIBIT "A-1"

Lots 1006, 1007, 1016, 1017 and 1019, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146, in the Probate Office of Shelby County, Alabama.

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