

**AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(to substitute collateral)**

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on November 23, 1999 by **WALTER A. HOWELL** (also known as **Andy Howell** and **Andrew Howell**) and wife **Linda S. Howell** and **TRICO, LLP**, an Alabama limited liability partnership (hereinafter "Mortgagor") in favor of **SOUTHTRUST BANK**, National Association (hereinafter "Mortgagee").

WHEREAS, the Mortgage is recorded as Instrument 1999-48118 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 Mortgagor desires to swap the property described on Exhibit "B" attached hereto (hereinafter the "Swapped Property") for the property described on Exhibit "C" attached hereto (hereinafter the "Received Property").

WHEREAS, the Swapped Property is being conveyed by Mortgagor to Cornerstone Building Co. Inc. contemporaneously herewith.

WHEREAS, the Received Property is being conveyed to Mortgagor by Cornerstone Building Co., Inc. contemporaneously herewith.

WHEREAS, Mortgagee has agreed to release the Swapped Property from the Mortgage, if the Mortgage is amended to include the Received Property in addition to the property described on Exhibit "A" (less the Swapped Property).

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to release the Swapped Property from its Mortgage, and for \$10.00 and other good and valuable consideration, in hand paid, the Mortgage is hereby amended as follows:

- 1). The Mortgage is hereby amended to add thereto, in addition to the property described on Exhibit "A", the Received Property, and by this reference the Received Property is hereby added to Exhibit A attached to the Mortgage.
- 2). Mortgagor grants, bargains, sells and conveys to Mortgagee the Received Property, in accordance with the terms of the Mortgage.
- 3). The Swapped Property is hereby released from the Mortgage and the Mortgage is hereby satisfied as to the Swapped Property.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 2000-30322

In addition hereto, the Mortgagor further amends the Hazardous Substance Indemnification and Warranty Agreement (the "Agreement") to cover not only the property described therein but also the Received Property.

Mortgagor hereby agrees and directs Mortgagee to take any action necessary to conform the Mortgage and the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.

All of the terms and provisions of the Mortgage and Agreement 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 15th day of ~~February~~, 2000.
August

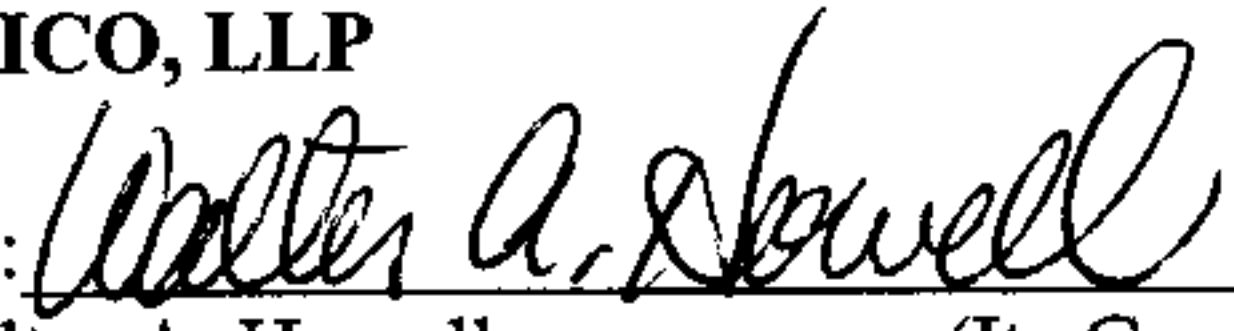


Walter A. Howell (also known as Andy Howell and Andrew Howell) (Individually) L.S.

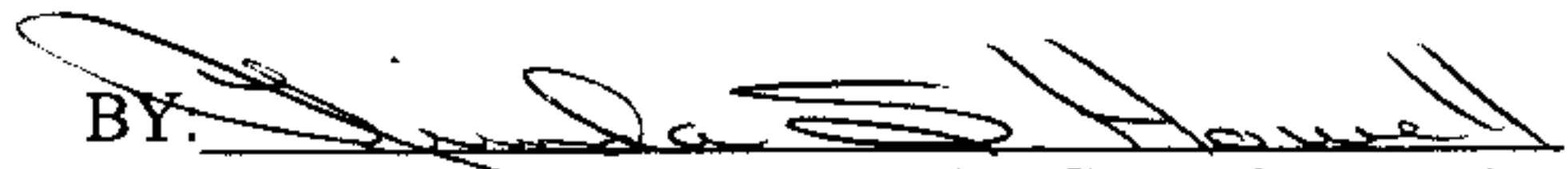


Linda S. Howell (Individually) L.S.

TRICO, LLP

BY: 

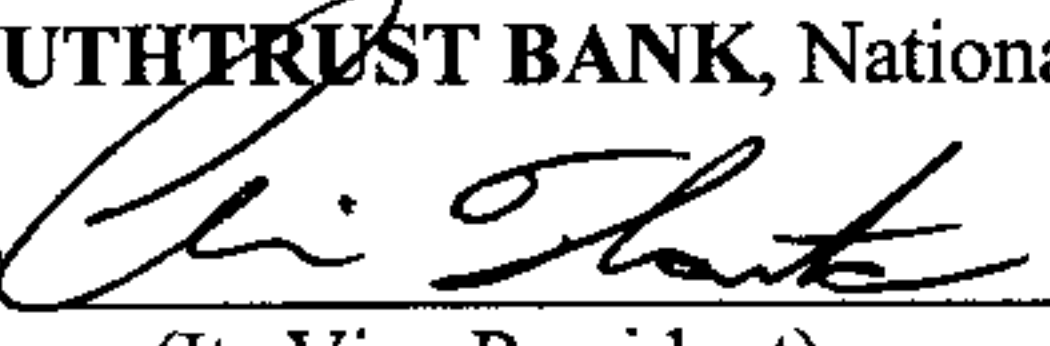
Walter A. Howell (Its General Partner)

BY: 

Linda S. Howell (Its General Partner)

Southtrust Bank, National Association, hereby enters into this agreement in order to effectuate the release of the Swapped Property as provided in section 3 hereof.

SOUTHTRUST BANK, National Association

By: 

(Its Vice President)

[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter A. Howell (also known as Andy Howell and Andrew Howell) and Linda S. Howell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of August, 2000.



NOTARY PUBLIC
My Commission Expires: 7/22/02

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter A. Howell and Linda S. Howell, whose name as General Partners of TRICO, LLP, an Alabama limited liability partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such partners, and with full authority, executed the same voluntarily, as an act of said partnership, acting in their capacity as aforesaid.

Given under my hand and official seal, this the 15th day of August, 2000.

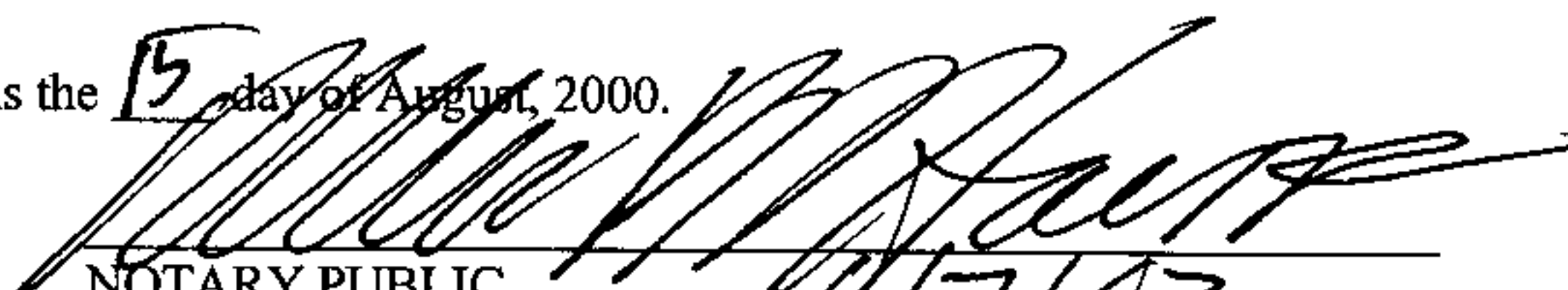


NOTARY PUBLIC
My Commission Expires: 7/22/02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris Thornton whose name as Vice President of **SOUTHTRUST BANK**, National Association, 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 **SOUTHTRUST BANK**, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 15 day of August, 2000.



NOTARY PUBLIC
My Commission Expires: 6/7/03

EXHIBIT "A"
to
AMENDMENT
TO
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AND SECURITY AGREEMENT

PARCEL I:

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 622.72 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 78.89 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Southerly direction for a distance of 52.00 feet to an existing iron pin; thence turn an angle to the left of 78 degrees 22 minutes 16 seconds and run in a Southeasterly direction for a distance of 424.85 feet to an existing iron pin being on the Northwest right of way line of Alabama Highway #119; thence turn an angle to the right of 101 degrees 47 minutes 47 seconds and run in a Southwesterly direction along said Northwest right of way line for a distance of 125.00 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 26 minutes 08 seconds and run in a Northwesterly direction for a distance of 479.82 feet to an existing iron pin; thence turn an angle to the right of 68 degrees 08 minutes 21 seconds and run in a Northerly direction for a distance of 73.67 feet, more or less, to the point of beginning.

PARCEL II:

Lot 46, according to the Survey of GREYSTONE – 1st Sector, 1st Phase, as recorded in Map Book 14, page 91, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-6-90 and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

SUBJECT TO: i) taxes dues and payable October 1, 2000; ii) mortgage in favor of Southtrust Mortgage Corporation and recorded as Instrument 1998-14452; iii) Equity Mortgage in favor of Southtrust Bank and recorded as Instrument 1998-17002.

EXHIBIT "B"

To

**AMENDMENT
TO
MORTGAGE
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AND SECURITY AGREEMENT**

SWAPPED PROPERTY

Lot 46, according to the Survey of GREYSTONE – 1st Sector, 1st Phase, as recorded in Map Book 14, page 91, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-6-90 and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

EXHIBIT "C"
to
AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

RECEIVED PROPERTY

Lot 14, according to the Survey of Greystone, 4th Sector, Phase II, as recorded in Map Book 22, page 27 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: i) first mortgage to Hometown Mortgage Services, Inc.; ii) second mortgage to Cornerstone Building Co. Inc.; iii) taxes for the year 2000, a lien but not yet payable; iv) building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317, page 260 as amended from time to time; v) easement as shown by recorded plat including 10 feet on the Southeasterly side of lot; vi) title to all minerals within and underlying the premises, together with all mining rights and other privileges and immunities relating thereto, including rights set out in Deed Book 60, page 260, Deed Book 121, page 294, and Deed Book 51, page 544; v) Underground transmission line permit granted to Alabama Power Company by instrument recorded in Deed Book 305, page 637 and covenants recorded as Instrument 1992-26822; vi) amended and restated restrictive covenants recorded in Real 265, page 96; vii) covenant and agreement for Water Service as set out in instrument between Dantract and Shelby County as set out in Real 235, page 574 and amended by agreement as set out as Instrument 1993-20840 and Instrument 1992-20786; viii) Greystone Residential Declaration of Covenants, Conditions and Restrictions that are currently in force; ix) agreement between Daniel Oak Mountain limited partnership and Shelby Cable, Inc. recorded in Real 350, page 545; x) reciprocal easement agreement pertaining to access and roadway easement as set out in Real 312, page 274 and first amended by Real 317, page 253, and second amended as Instrument 1993-3124; and xi) release of damages, restrictions, modifications, covenants, conditions, rights, privileges immunities and limitations, as applicable as set out in and as referenced in deed recorded as Instrument 1997-5911.

THIS INSTRUMENT PREPARED BY:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

Inst # 2000-30322

6 **09/05/2000-30322**
07:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HNS 26.00