

Shelby (44)

This instrument prepared by
and to be returned to:
Ray D. Gibbons, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

Inst # 2000-33587
09/25/2000-33587
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 HEL 5445.50

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made and entered into as of the 14th day of September, 2000, by and among **C & M DEVELOPMENT, L.L.C.**, an Alabama limited liability company, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins, **JENKINS DEVELOPMENT COMPANY, L.L.C.**, an Alabama limited liability company, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins, and **SUPER-STEP DEVELOPMENT CORPORATION**, an Alabama corporation, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins (hereinafter referred to each singularly as a "Borrower" and collectively as the "Borrowers"), and **SOUTHTRUST BANK**, successor by conversion to SouthTrust Bank, a banking corporation organized and existing under the laws of the State of Alabama with principal offices in Birmingham, Alabama, whose address is 420 North 20th Street (35203), P. O. Box 2554, Birmingham, Alabama 35290, Attention: Regional Corporate Banking Department, as Beneficiary (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement among Borrowers and Bank dated as of August 27, 1999 (the "Credit Agreement").

WHEREAS, the Borrowers and the Bank executed that certain Mortgage and Security Agreement dated as of August 27, 1999 (the "Mortgage"), a counterpart of which Mortgage was recorded in (i) the Office of the Houston County Judge of Probate in Real Property Book 1355 at Page 161, (ii) the Office of the Montgomery County Judge of Probate in Real Property Book 2040 at Page 373, and (iii) the Office of the Shelby County Judge of Probate as Instrument Number 1999-38611; and

WHEREAS, the Borrowers and the Bank desire to amend the Mortgage as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrowers and the Bank hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by deleting the first "WHEREAS" paragraph in its entirety, and by substituting the following new first "WHEREAS" paragraph in lieu thereof:

WHEREAS, Borrowers are justly indebted to Bank in the principal amount of Nine Million Three Hundred Ninety-Three Thousand and 00/100 Dollars (\$9,393,000.00), or such portion thereof as has been disbursed from time to time

under the provisions of the Credit Agreement, such indebtedness being evidenced by (i) the Term Note in the principal amount of \$3,400,000.00, and (ii) the Construction/Term Note in the principal amount of \$5,993,000.00; and

2. The Mortgage is hereby amended by deleting in its entirety subparagraph "(a)" from the definition of "Mortgaged Property" beginning on page 1 of the Mortgage, and by substituting the following new subparagraph "(a)" in lieu thereof:

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Chilton County, Alabama; Etowah County, Alabama; Houston County, Alabama; Madison County, Alabama; Montgomery County, Alabama, and Shelby County, Alabama more particularly described in Exhibits A-1 through A-6 attached hereto and by this reference made a part hereof (the "Land");

3. The Mortgage is hereby amended by adding the attached Exhibits A-4, A-5, and A-6 as additional Exhibits to the Mortgage.

4. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed, and this First Amendment shall not be deemed to (a) be a consent to the modification or waiver of any term or condition of the Mortgage not modified or waived herein or of any of the instruments or agreements referred to in the Credit Agreement or herein, or (b) release or prejudice any right or Lien which the Bank may now have under or in connection with the Credit Agreement or herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the day and year first above written.

BORROWERS:

C & M DEVELOPMENT, L.L.C.,
an Alabama limited liability company

By: Tommy B. Andreadis
Its: Manager

JENKINS DEVELOPMENT COMPANY, L.L.C.,
an Alabama limited liability company

By: Tommy B. Andreadis
Its: Manager

SUPER-STEP DEVELOPMENT CORPORATION,
an Alabama corporation

By: Tommy B. Andreadis
Its: CFO

BANK:

SOUTHTRUST BANK

By: Alla Gany
Its: Vice President

STATE OF ALABAMA

COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Manager Tommy B. Andredas, whose name as Manager of C & M Development, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Diane Bazzell (SEAL)
Notary Public
My Commission Expires: 10-18-03

STATE OF ALABAMA

COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy B. Andredas, whose name as Manager of Jenkins Development Company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Diane Bazzell (SEAL)
Notary Public
My Commission Expires: 10-18-03

STATE OF ALABAMA
COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreadas, whose name as CFO of Super-Step Development Corporation, 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 for and as the act of said corporation.

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

Maureen Bayzall (SEAL)
Notary Public
My Commission Expires: 10-18-03

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allan Causey, whose name as Vice President of SouthTrust Bank, an Alabama banking 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 for and as the act of said banking corporation.

Given under my hand and official seal, this the 21st day of September, 2000.

Elizabeth A. Cunniff (SEAL)
Notary Public
My Commission Expires: 11/10/2001

EXHIBIT A-4

LEGAL DESCRIPTION OF CHILTON COUNTY PROPERTY
AND PERMITTED EXCEPTIONS

Begin at the NW corner of the NW ¼ of Section 32, Township 24 North, Range 15 East, Chilton County, Alabama; thence North 89° 17' 04" East 1316.35 feet to an iron pin; thence South 00° 26' 49" East 2661.84 feet to an iron pin; thence South 89° 15' 04" West 1337.12 feet to an iron pin; thence North 2662.80 feet to the point of beginning. Intended to be the West half of the NW ¼ of Section 32, Township 24 North, Range 15 East, Chilton County, Alabama.

SUBJECT TO exceptions numbered 27 through 32, inclusive, as set forth in that certain policy of title insurance, Policy No. 107-23566, issued by Chicago Title Insurance Company and dated September 25, 2000.

EXHIBIT A-5

LEGAL DESCRIPTION OF ETOWAH COUNTY PROPERTY
AND PERMITTED EXCEPTIONS

All that part of Lot 1 of the W. A. Gaines Subdivision as recorded in Plat Book "B", page 168 in the Probate Office of Etowah County, Alabama, being more particularly described as follows:

Commencing at an iron pin found at a point purported to be the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 12 South, Range 5 East in Etowah County, Alabama; thence North 263.97 feet to an iron pin found; thence South 74° 12' 56" East 181.95 feet to an iron pin found on the North margin of State Highway No. 77, the point of beginning for the property herein described; thence leaving the North margin of said State Highway No. 77 North 1° 44' 15" West 2510.65 feet to an iron pin found on the South bank of Big Wills Creek; thence along the South bank of said Big Wills Creek North 62° 07' 36" East 174.79 feet to an iron pin found on the South bank of said Big Wills Creek and the East line of said Lot 1; thence leaving said South bank of said Big Wills Creek along the East line of said Lot 1 South 2° 00' 00" East 2641.03 feet to an iron pin found on the North margin of said State Highway No. 77 and the East line of said Lot 1; thence leaving the East line of said Lot 1 and along the North margin of said State Highway No. 77 North 74° 08' 00" West 177.24 feet to the point of beginning.

SUBJECT TO exceptions numbered 22 through 26, inclusive, as set forth in that certain policy of title insurance, Policy No. 107-23566, issued by Chicago Title Insurance Company and dated September 25, 2000.

EXHIBIT A-6**LEGAL DESCRIPTION OF MADISON COUNTY PROPERTY
AND PERMITTED EXCEPTIONS**

Lot 1 of the recorded map of Brazelton Park as recorded in Map Book 40, page 51 in the Probate Office of Madison County, Alabama.

LESS AND EXCEPT the following:

All that part of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at the center of the North boundary of the Southeast quarter of Section 16, Township 4 South, Range 2 West; thence from the Point of Commencement S 00° 29' 36" W 3525.27 feet; thence S 63° 13' 11" W 645.33 feet; thence S 26° 46' 49" E 175.90 feet to the southerly right-of-way of Madison Boulevard; thence S 54° 08' 02" W 202.86 feet to a 6" x 6" concrete monument found; thence S 26° 45' 28" E 300.00 feet to a #5 rebar found; thence N 63° 12' 36" E 200.00 feet to a #5 rebar found; thence S 26° 46' 56" E 219.08 feet to a #4 rebar set and the POINT OF BEGINNING; thence from the POINT OF BEGINNING S 26° 46' 56" E 50.14 feet to a #6 rebar found on the northern right-of-way of I-565, thence along said I-565 S 58° 55' 33" W 58.17 feet to a #4 rebar set; thence leaving said I-565 N 26° 46' 56" W 50.14 feet to a #4 rebar set; thence N 58° 55' 33" E 58.17 feet to the POINT OF BEGINNING. The above described description is shown in the southeast corner of Lot 1 according to the plat of Brazelton Park.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENTS:

Those certain easements as set out in the Declaration of Easement executed by Dewey Brazelton and filed in Deed Book 973, page 855 in the Probate Office of Madison County, Alabama, and being more particularly described as follows:

A forty (40') foot utility and drainage easement and Ingress and Egress Easement described as being forty foot (40') (measured at right angles) West of, adjoining to and parallel with the east boundary line of Lot 2 according to the plat of Brazelton Park as recorded in Map Book 40, page 51 in the Probate Office of Madison County, Alabama.

That certain access easement across the south boundary line of Lot 2 according to the plat of Brazelton Park as recorded in Map Book 40, page 51 in the Probate Office of Madison County, Alabama, as set out and more particularly described in the Declaration of Easements between Dewey H. Brazelton and Super-Step Development Corporation filed in Deed Book 973, page 864, in the Probate Office of Madison County, Alabama.

SUBJECT TO exceptions numbered ~~12~~ through ~~21~~ inclusive, as set forth in that certain policy of title insurance, Policy No. 107-235666, issued by Chicago Title Insurance Company and dated September 25, 2000.