

Prepared by:  
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**AMENDMENT AGREEMENT NO. 1 TO MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT**

Dated as of March 15, 2001

**P&N CALERA, LLC**, an Alabama limited liability company (the "Borrower"), whose address is 420 Office Park Drive, Suite G-115, Birmingham, Alabama 35223, and **COMPASS BANK**, an Alabama banking corporation (the "Lender"), whose address is P.O. Box 10556, Birmingham, Alabama 35296, agree as follows:

1. **Preliminary Statements.** The Borrower has executed and delivered that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated as of January 30, 2001 (the "Mortgage"), in favor of the Lender as recorded in Book 2001-21675, Page 24814, in the Office of the Judge of Probate of Shelby County Alabama. The Borrower and the Lender desire to amend the Mortgage pursuant to the terms and conditions of this Amendment Agreement No. 1 to Mortgage, Assignment of Rents and Leases and Security Agreement (this "Amendment").

2. **Definitions.** Unless defined or indicated herein, capitalized terms shall have the meaning assigned to them in the Mortgage.

3. **Amendments.** Subject to the conditions hereof, the Mortgage is amended, effective as of the date hereof, by deleting the first recital on the first page of the Mortgage substituting the following recital therefor:

**WHEREAS**, Borrower is justly indebted to Bank on a loan (the "Loan") pursuant to promissory notes executed or to be executed by the Borrower in favor of the Bank pursuant to that certain Building and Term Loan Agreement dated as of January 30, 2001 (the "Loan Agreement"), between Borrower and Bank in the maximum principal sum of \$2,580,000, payable to Bank with interest thereon (the "Notes");

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

5. **Force and Effect of Amendment.** Notwithstanding the execution of this

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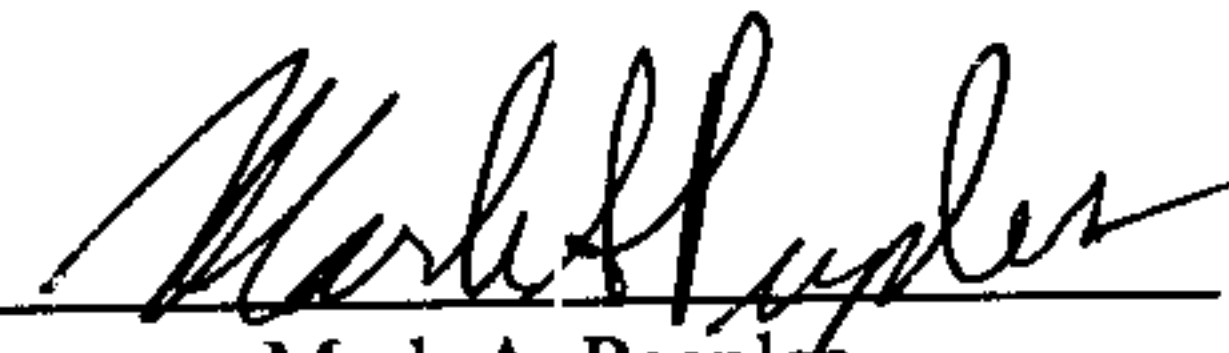
Amendment, the indebtedness evidenced by the Note shall remain in full force and effect, and nothing contained herein shall be interpreted or construed as resulting in a novation or acceleration of such indebtedness. The Borrower acknowledges and agrees that there are no offsets or defenses to payment of the obligations evidenced by the Note, as hereby amended. Except as expressly amended hereby, the Note shall remain in full force and effect in accordance with its terms, including, without limitation, the security and guaranties for the Note.

**IN WITNESS WHEREOF**, the Borrower and Lender have caused this Amendment to be executed by their respective duly authorized representatives, all as of the date first set forth above.

"Borrower:"

**P&N CALERA, LLC**

By its sole members:

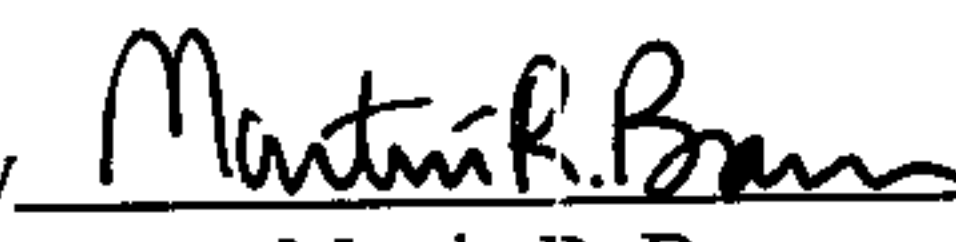
By   
Mark A. Peebles

AND

By   
Richard E. Dubose

"Lender:"

**COMPASS BANK**

By   
Martin R. Brown  
Loan Officer

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mark A. Peebles and Richard E. Dubose, whose names as sole members of P&N CALERA, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, as such sole members 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 22<sup>nd</sup> day of March, 2001.

[ NOTARIAL SEAL ]

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My Commission Expires

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Martin R. Brown, whose name as Loan Officer of Compass 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 the 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 seal, this 28th day of March, 2001.

[ NOTARIAL SEAL ]

  
Notary Public

My Commission Expires May 12, 2002



## EXHIBIT "A"

### LEGAL DESCRIPTION

Lot 2 of Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, Page 117 in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the southwest corner of the Southwest Quarter of the Northeast Quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama: thence run N 02°06'24" W along the west line of said quarter, for a distance of 512.99 feet; thence leaving said quarter line, run S 89°47'07" E for a distance of 1036.65 feet to the west right-of-way line of Highway 31 (right-of-way width 100 feet); thence run S 10°16'53" E along said right-of-way line, for a distance of 466.48 feet to a Right-of-Way Monument found (50 feet left of 290+25.0) at the intersection of said right-of-way line and the west right-of-way line of I-65 (right-of-way width varies); thence run S 79°34'19" W continuing along said right-of-way line, for a distance of 49.72 feet to a Right-of-Way Monument found (100 feet left of 290+25.0); said point also being the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 19°20'34", and a chord bearing of S 00°39'15" E for 287.21 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 288.58 feet to Right-of-Way Monument found (100 feet left of PC 287+02.8 ahead) and the Point of Tangency of said curve; thence run S 08°58'32" W along said right-of-way line, for a distance of 119.98 feet to a Right-of-Way Monument found (100 feet left of 285+50); thence run S 30°47'54" W along said right-of-way line, for a distance of 53.63 feet to a Right-of-Way Monument found (120 feet left of 285+00); thence run S 09°01'52" W along said right-of-way line, for a distance of 98.02 feet to the POINT OF BEGINNING; thence continue S 09°01'52" W along said right-of-way line, for a distance of 207.79 feet to a Right-of-Way Monument found (120 feet left of 281+94) said point also being the Point of Curvature of a curve to the right, having a radius of 5609.69 feet, a central angle of 1°58'24", and a chord bearing of S 10°01'04" W for 193.20 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 193.21 feet to a Right-of-way Monument found (120 feet left of 280+00), said point also being the Point of Tangency of said curve; thence run S 60°44'46" W along the northwesterly right-of-way line of said Highway 31 and I-65, for a distance of 206.61 feet to an iron pin set on the north right-of-way line of I-65 (276 feet right of 279+58); thence run N 61°02'41" W along said right-of-way line, for a distance of 377.53 feet to an iron pin set (150 feet right of 283+00), said point also being the Point of Curvature of a curve to the left, having a radius of 7789.44 feet, a central angle of 1°50'54", and a chord bearing of N 51°39'09" W for 251.27 feet; thence continue along the arc of said curve and said right-of-way line, for a distance of 251.28 feet to an iron pin set (150 feet right of 285+46.4), said point also being the Point of Tangency of said curve; thence run N 52°34'36" W along said right-of-way line, for a distance of 214.72 feet; thence leaving said right-of-way line, run S 89°37'26" E for a distance of 99.54 feet; thence run N 37°41'38" E for a distance of 42.10 feet; thence run S 89°37'26" E for a distance of 819.15 feet to the POINT OF BEGINNING; said described tract containing 288,962.4 square feet (6.634 acres +/-), more or less.

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