

Inst # 2001-29129

SECOND AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

THIS SECOND AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on July 24, 2000 by **FORESIGHT DEVELOPMENT, L.L.C.** (hereinafter "Borrower") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2000-25011 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 Mortgage secured a Note in the original principal amount of \$1,008,038.06 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,512.15 was paid.

WHEREAS, the Mortgage was amended by an Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement recorded as Instrument 2000-28255 in the Office of the Judge of Probate of Shelby County, Alabama (the "First Amendment").

WHEREAS, the First Amendment evidenced an advance of an additional \$1,091,961.94 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the First Amendment a mortgage tax of \$1,638.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$1,170,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Second Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,008,038.06 Note executed in connection therewith, and all renewals and extensions thereof and of the interest thereon, the additional advance or loan of \$1,091,961.94 made in connection with the First Amendment, and all renewals and extensions thereof and of the interest thereon, but also an additional advance or loan of \$1,170,000.00 made in connection herewith to Borrower, and all the interest thereon.

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2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$1,008,038.06 Note executed on July 24, 2000, the \$1,091,961.94 advance or loan made in connection with the First Amendment, all interest thereon, and all extensions, and renewals thereof, and also the \$1,170,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

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

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 11 day of July, 2001.

FORESIGHT DEVELOPMENT, L.L.C.

BY Paul J. Spina, Jr.
Paul J. Spina, Jr. (Its Member)

BY Bobby L. Bynum
Bobby L. Bynum (Its Member)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul J. Spina, Jr. and Bobby L. Bynum, whose name as members of FORESIGHT DEVELOPMENT, L.L.C., a limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in their capacity as aforesaid.

Given under my hand and official seal, this the 11 day of July, 2001.

William B. Hairston III
NOTARY PUBLIC

My Commission Expires: 6/17/03

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

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

EXHIBIT "A"
TO
SECOND AMENDMENT
to
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
AMENDED AND RESTATED LOAN AGREEMENT

Borrower: FORESIGHT DEVELOPMENT, L.L.C.
Lender: COLONIAL BANK

Begin at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence run in an Easterly direction along the South line of said Quarter - Quarter a distance of 561.72 feet; thence turn an angle to the left of 82 degrees 15 minutes and run in a Northeasterly direction a distance of 315.00 feet; thence turn an angle to the right of 37 degrees 45 minutes and run in a Northeasterly direction a distance of 490.00 feet; thence turn an angle to the right of 21 degrees 38 minutes 42 seconds and run in a Northeasterly direction a distance of 289.62 feet; thence turn an angle to the left of 81 degrees 21 minutes 51 seconds and run in a Northwesterly direction a distance of 370.00 feet; thence turn an angle to the right of 56 degrees 30 minutes and run in a Northeasterly direction a distance of 250.00 feet to the Northeast corner of said Northeast Quarter of said Southwest Quarter of Section 36, thence turn an angle to the left of 102 degrees 32 minutes 20 seconds and run in a Northwesterly direction a distance of 636.08 feet to its intersection with the southeasterly right of way line of Valley Dale Road; thence turn an angle to the left of 84 degrees 22 minutes 45 seconds and run in a Southwesterly direction along said Southeasterly right of way line of Valley Dale Road, a distance of 1,023.36 feet to the point of commencement of a curve to the left having a central angle of 23 degrees 32 minutes and a radius of 988.41 feet; thence continue along the arc of said curve a distance of 405.97 feet to its intersection with the West line of said Northeast Quarter of Southwest Quarter of Section 36; thence from the chord of last described curve turn an angle to the left of 24 degrees 41 minutes 12 seconds, and run in a Southerly direction along the West line of said Quarter - Quarter a distance of 423.34 feet to the point of beginning.

SUBJECT TO: i) taxes and assessments for the year 2000 and subsequent years; ii) right of way granted to Alabama Power Company by instrument recorded in Volume 101, page 550 and Volume 245, page 116; iii) mineral and mining rights and rights incident thereto recorded in Real 275, page 590; iv) 50 foot easement or right of way for roadway to provide access to and from James Douglas Clacker and Arthur Charles Scott tract as described in Volume 237, page 332 (less and except any part of subject property which presently rests within boundary of a roadway); v) easement to City of Pelham recorded in Book 2512, page 687; and vi) less and except any part of subject property lying within a road right of way.

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