

**AMENDMENT
TO
MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT**

THIS AMENDMENT amends that certain Mortgage, Assignment of Leases and Security Agreement (hereinafter "Mortgage") executed on July 31, 1996 by **SUPREME PARTNERS, L.L.C.**, an Alabama limited liability company (hereinafter "Borrower") in favor of **AMSOUTH BANK (formerly known as AMSOUTH BANK OF ALABAMA)** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1996-25266 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on the attached Exhibit "A" made a part hereof.

WHEREAS, the Mortgage secures among other things the Obligations due from Borrower to Bank evidenced by a Promissory Note (Refunding) in the original principal amount of \$461,834.00 and a Promissory Note (Capital Improvement) in the original principal amount of \$565,000.00 and all renewals and extensions thereof.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$100,443.81, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage and the addition or real property as described on the attached Exhibit "B" made a part hereof.

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 \$461,834.00 Promissory Note (Refunding) and the \$565,000.00 Promissory Note (Capital Improvement) executed in connection therewith, and all renewals and extensions thereof, but also an additional advance of \$100,443.81 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Obligations" as used in the Mortgage shall be defined to mean not only the Obligations as that term is defined in the Mortgage and all extensions and renewals thereof, but also the \$100,443.81 advance being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

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.

08/22/2001-35990
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MSB 173.75

Inst. # 2001-35990

IN WITNESS WHEREOF, the Borrower has caused this document to be executed in its name by all of the members thereof effective this 3rd day of August 2001.

SUPREME PARTNERS, L.L.C.

By: J B Schilleci Jr
Member

By: Wm M. Tamm
Member

By: Robert M. Tamm
Member

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J B Schilleci, Jr. whose name as member of SUPREME PARTNERS, 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 member 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 3rd day of August 2001.

Pamela R. Drummond
Notary Public

NOTARIAL SEAL

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 22, 2002

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wesley M. Taylor whose name as member of SUPREME PARTNERS, 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 member 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 3rd day of August 2001.


Notary Public

NOTARIAL SEAL

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 22, 2002

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin K. Miree whose name as member of SUPREME PARTNERS, 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 member 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 3rd day of August 2001.


Notary Public

NOTARIAL SEAL

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 22, 2002

Exhibit "A"

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 13, township 20 South, Range 3 West, Pelham, Shelby County, Alabama, more particularly described by metes and bounds as follows:

Commence at the southeast corner of the NW¼ of the SE¼ of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama, and run thence westerly along the south line of said quarter-quarter a distance of 442.32' to a point on the west side of a drainage canal; thence turn a deflection angle of 113°54'17" right, and run northeasterly along the west line of said canal a distance of 559.95' to a point; thence turn a deflection angle of 90°00'00" to the left and run west-northwesterly a distance of 184.28' to the point of beginning of the property (shown hereon as Lot 13), being described; thence continue along last described course a distance of 179.66' to a point; thence turn a deflection angle of 92°18'03" to the right and run northeasterly a distance of 256.36' to a point; thence turn a deflection angle of 60°27'43" to the right and run northeasterly a distance of 216.91' to a point on the westerly line of a cul de sac being in a curve to the left having a radius of 80.0' and a central angle of 49°11'39"; thence run southeasterly along the arc of said curve an arc distance of 68.68' to a point; thence run southwesterly a distance of 323.30' to the point of beginning.

ALSO:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 13, Township 20 south, Range 3 West, Pelham, Shelby County, Alabama, more particularly described by metes and bounds and follows:

Commence at the southeast corner of the NW¼ of the SE¼ of Section 13, Township 20 south, Range 3 West, Pelham, Shelby County, Alabama and run thence westerly along the south line of said quarter-quarter a distance of 442.32' to a point on the west side of a drainage canal; thence turn a deflection angle of 113°54'17" right and run Northeasterly along the west line of said canal a distance of 559.95' to the point of beginning of the property (shown hereon as Lot 12), being described; thence turn a deflection angle of 90°00'00" to the left and run west-northwesterly a distance of 184.28' to a point; thence turn a deflection angle of 103°34'07" right and run northeasterly a distance of 323.30' to a point on the southerly line of a cul de sac in a curve to the left having a radius of 80.0' and a central angle of 62°27'50"; thence run along the arc of said cul de sac curve an arc distance of 87.22' to the PRC (Point of Reverse Curve) of a curve to the right having a radius of 30.0' and a central angle of 56°56'48"; thence run along the arc of said curve an arc distance of 29.82' to the P.T. of said curve; thence continue along the tangent of last described curve a tangent distance of 2.60' to a point on the same said west line of same said canal; thence turn a deflection angle of 81°57'03" right and run southwesterly along said line of said canal a distance of 349.06' to the point of beginning.

Exhibit "B"

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter a distance of 424.47 feet to a point; thence turn 63 degrees 45 minutes 08 seconds left and run North 27 degrees 36 minutes 44 seconds East a distance of 644.22 feet to the point of beginning (P.O.B) of the property described; thence run North 62 degrees 08 minutes 55 seconds West a distance of 274.20 feet to a point on the easterly margin of Shelby County Highway No. 33; thence run North 28 degrees 27 minutes 26 seconds East along said margin of said highway a distance of 188.80 feet to a point; thence run South 78 degrees 17 minutes 57 seconds East a distance of 282.23 feet to a point; thence run South 27 degrees 36 minutes 44 seconds West a distance of 267.26 to the point of beginning.
According to the survey of Joseph E. Conn, Jr., Alabama PLS No. 9049, dated July 7, 1995.

Being the same property conveyed:

FROM: Commerce Developers, Inc.
TO: Supreme Partners, L.L.C.
BY: Warranty deed dated August 3, 1995
FILED: for Record on August 4, 1995 at 10:56 A. M.
RECORDED: as Instrument #1995-21072
in the Probate Office of Shelby County, Alabama.

Inst # 2001-35990

08/22/2001-35990
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SHELBY COUNTY JUDGE OF PROBATE
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