

This instrument prepared by:
Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Instrument #2001-14105

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), made and entered into effective as of the 26th day of September, 2001, by **CLARK SUBSTATIONS, LLC**, an Alabama limited liability company ("Mortgagor"), and **SOUTHTRUST BANK**, an Alabama banking corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement dated as of the 11th day of April, 2001 (the "Mortgage"), and the Mortgage was recorded in Instrument #2001-14105 in the Office of the Judge of Probate of Shelby County, Alabama (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, Mortgagor has requested that Mortgagee loan additional funds to Mortgagor and, concurrently herewith, Mortgagor and Mortgagee are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Construction/Term Note, in order to provide for an increase of \$310,000.00 in the amount of the Construction/Term Loan secured by, among other things, the Mortgage, so that the principal amount of the Construction/Term Loan shall be increased from \$1,100,000.00 to \$1,410,000.00; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to acknowledge the increase in the principal amount of the Construction/Term Loan from \$1,100,000.00 to \$1,410,000.00.00.

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

10/01/2001-42278
10:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
1 003 CH 18.00

Inst # 2001-42278

1. The term "Construction/Term Loan" as used in the Mortgage shall be deemed to mean the loan from the Mortgagee to the Mortgagor in the maximum principal amount of \$1,410,000.00 (instead of \$1,100,000.00), and, in furtherance of the foregoing, any and all references in the Mortgage to any dollar amount setting forth the maximum principal amount of the Construction/Term Loan or to the maximum principal amount of the Construction/Term Note evidencing the Construction/Term Loan shall be deemed to be One Million Four Hundred Ten Thousand and No/100 Dollars (\$1,410,000.00) and, specifically, the words "One Million One Hundred Thousand and No/100 Dollars" and the number "\$1,100,000.00" are deleted in all places where such words or numbers are used in the Mortgage in connection with the Construction/Term Loan, and, in their respective places, the words "One Million Four Hundred Ten Thousand and No/100 Dollars" and the number "\$1,410,000.00" are hereby inserted in lieu thereof.


2. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE MAXIMUM INDEBTEDNESS SECURED BY THE MORTGAGE IS, AND SHALL REMAIN AT, \$2,000,000.00, AND NO INCREASE IN SAID MAXIMUM SECURED INDEBTEDNESS IS BEING MADE HEREBY.**

3. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized representative and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.


MORTGAGOR:

CLARK SUBSTATIONS, LLC

By: 
Its Manager

MORTGAGEE:

SOUTHTRUST BANK

By: 
Its Commercial Loan Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hewes T. Hall, whose name as Manager of Clark Substations, LLC, 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, in such capacity 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 14th day of Sept., 2001.

(SEAL)

Patricia A. Brown
Notary Public
My Commission Expires: 8/25/02

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alan Nickelsen, whose name as Commercial Loan Officer 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 26 day of Sept., 2001.

(SEAL)

Revelle L. Henderson
Notary Public
My Commission Expires: 3-19-05

F:\CORP\SOUTHTRU\CLARKSUBSTATIONS\DOC\MORTGAGE-AMD1.WPD

Inst # 2001-42278

10/01/2001-42278
10:58 AM CERTIFIED
3 SHELBY COUNTY JUDGE OF PROBATE
003 CH 18.00