

✓ This instrument prepared by:  
J. Keith Windle  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203

Inst # 2001-48521

11/08/2001-48521  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CH 98.00

**FIRST AMENDMENT  
TO  
MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (this "Amendment") is entered into on or as of November 1, 2001 by and between **CHAMPIONS, L.L.C.**, an Alabama limited liability company ("Mortgagor") and **THOMAS J. ADAMS** and **RICHARD M. ADAMS** (collectively, the "Mortgagee").

**RECITALS:**

A. Mortgagor entered into that certain Mortgage and Security Agreement in favor of Insko Services, Inc. ("Insko") dated January 31, 1996, which is recorded in the Office of the Judge of Probate of Shelby County (the "Probate Office"), Alabama as Instrument 1996-07046 (the "Mortgage"), which Mortgage was subsequently assigned by Insko to Mortgagee pursuant to that certain Assignment of Mortgage (the "Assignment") dated as of December 22, 1999, which is recorded in the Probate Office as Instrument 1999-52022. The Mortgage encumbers the property described on Exhibit A attached hereto.

B. Mortgagor has requested that the Mortgage be amended in certain respects and Mortgagee has agreed to do so on the condition, among others, that Mortgagor enter into this Amendment.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is amended as follows:

1. From and after the date hereof, the Mortgage shall secure that certain Note dated January 31, 1996, in the original principal amount of \$950,000 (which was assigned to Mortgagee pursuant to the Assignment), as amended and restated by that certain Amended and Restated Promissory Note dated of even date herewith, pursuant to which the principal face amount of the Note was increased to \$1,000,000 (as so amended and restated, the "Note"), together with all notes given in substitution, replacement, amendment, extension or renewal thereof. Accordingly, the indebtedness secured by the Mortgage is increased from \$950,000 to \$1,000,000.

2. Subject to this Amendment, all terms, conditions and provisions of the Mortgage shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by Mortgagor.

**IN WITNESS WHEREOF**, this Amendment has been duly executed by Mortgagor and Mortgagee on or as of the day and year first above written.

**MORTGAGOR:**

**CHAMPIONS, L.L.C.**

An Alabama Limited Liability Company

By: H. Michael Graham

H. Michael Graham  
Its Member

**MORTGAGEE:**

Thomas J. Adams

Thomas J. Adams

Richard M. Adams

Richard M. Adams

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Michael Graham, whose name as a member of Champions, 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 the 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 1st day of November, 2001.

Brent A. McAnnally  
Notary Public

[NOTARIAL SEAL]

My commission expires: 5/21/05

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that THOMAS J. ADAMS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of November, 2001.

Elizabeth D. Zisette  
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-16-02

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that RICHARD M. ADAMS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of November, 2001.

Elizabeth M. Zinette

Notary Public

[NOTARIAL SEAL]

My commission expires: 4-16-02

## **EXHIBIT A**

### Legal Description

Lot 1-BA according to a Resurvey of Lots 1-B of Resurvey of  
Lots 1-A of Resurvey of Lot 1 B&S Subdivision as recorded in Map  
Book 13, page 143 in the Probate Office of Shelby County, Alabama.

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