

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Amendment"), made as of the 20th day of November, 2001, by PATE SANTA FE, L.L.C., an Alabama limited liability company ("Borrower"), Mortgagor in favor of COMPASS BANK, an Alabama banking corporation (hereinafter called "Bank"), Mortgagee.

Recitals

a. Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated July 20, 2001, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, on July 20, 2001, in Instrument No. 2001-30229 (the "Mortgage").

b. Mortgagor has agreed to amend the Mortgage to add as additional security for the indebtedness secured by said Mortgage that certain real property situated in Shelby County, as more particularly described below.

c. Mortgagor has agreed to amend the Mortgage to increase the amount of indebtedness secured by said Mortgage, as more particularly described below.

Agreement

NOW, THEREFORE, in consideration of the Recitals, the Mortgagor hereby amends the Mortgage as follows:

1. The following described property shall be added as additional security for the indebtedness secured by said Mortgage:

A parcel of land located in the NW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, City of Pelham, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of above said 1/4-1/4; thence North 89 degrees 50 minutes 27 seconds East along said 1/4-1/4 line, a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 204.24 feet to the point of beginning; thence continue along the last described course, a distance of 127.09 feet; thence North 89 degrees 50 minutes 30 seconds East and leaving said right of way line, a distance of 127.82 feet; thence North 00 degrees 09 minutes 30

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seconds West, a distance of 127.00 feet; thence South 89 degrees 50 minutes 30 seconds West a distance of 132.74 feet to the point of beginning.

Subject to:

A 20-foot utility and drainage easement lying 10 feet on either side of and parallel to the following described centerline:

Commence at the NW corner of above said 1/4-1/4; thence North 89 degrees 50 minutes 27 seconds East along said 1/4-1/4 line, a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 321.32 feet to the point of beginning; thence North 89 degrees 50 minutes 30 seconds East a distance of 128.21 feet to the end of said easement.

The above described property, by this amendment, shall be deemed to be added to Exhibit A to the Mortgage and to be part of the Land for all purposes of the Mortgage.

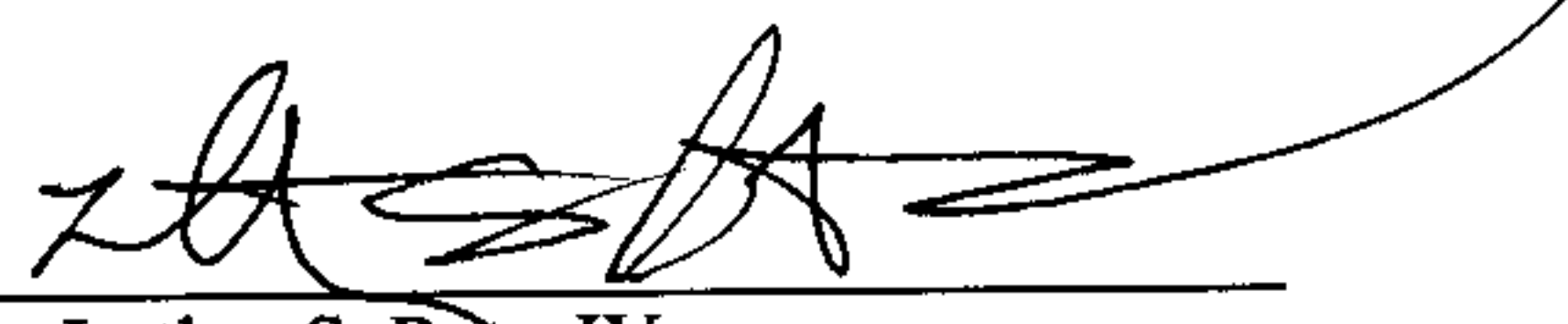
2. The amount of indebtedness secured by said Mortgage shall be increased by \$60,000.

Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagor has caused this Amendment to be executed by its duly authorized officer as of the date first set forth above.

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PATE SANTA FE, L.L.C.

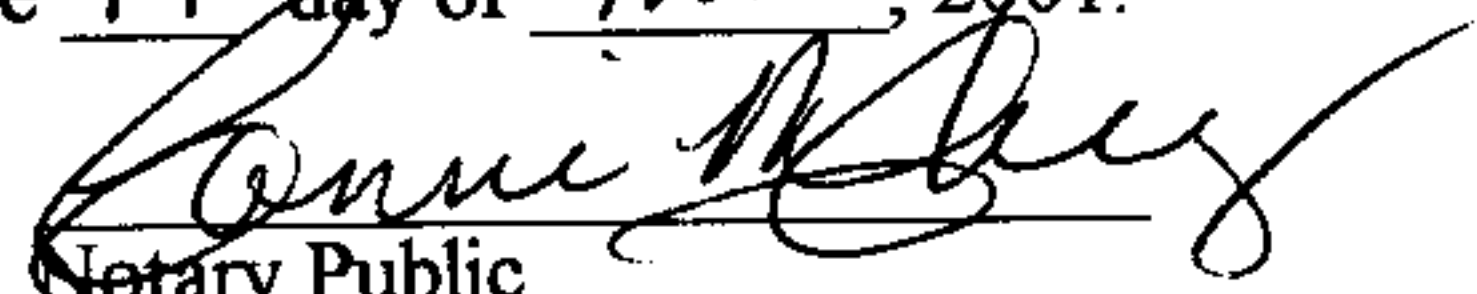
By: 
Luther S. Pate, IV
Sole Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Luther S. Pate, IV, whose name as Sole Member of Pate Santa Fe, 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 Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this the 19th day of Nov., 2001.


Notary Public

AFFIX SEAL

My commission expires: 10-27-2003

This instrument prepared by:

Thomas A. Ansley, Esq.
SIROTE & PERMUTT, P.C.
2311 Highland Avenue
Birmingham, Alabama 35205

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