

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

Inst # 2002-05241

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on August 26, 1997 by **Dewey C. Green**, an unmarried man, **LONGVIEW PROPERTIES, INC.**, and **RESTORATION CONSULTANTS, INC.** (hereinafter "Mortgagor") in favor of **COLONIAL BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1997-27748 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 \$500,000.00 of **RESTORATION CONSULTANTS, INC.** (hereinafter "Borrower") obligations to Bank.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$750.00 was paid.

WHEREAS, following the execution and recordation of such Mortgage, Dewey C. Green became divorced from **Alissa Northcutt Green**, who had entered into the Mortgage for the sole purpose of conveying her homestead interest in and to the property, and Dewey C. Green is now an unmarried man, and Alissa Northcutt Green is not living on the property described in the Mortgage and holds no ownership or homestead interest therein.

WHEREAS, Borrower has requested Bank to lend Borrower additional sums, and Bank is agreeable to making such loans, provided Mortgagor, among other things enters into this Amendment, and causes an additional \$500,000.00 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 \$500,000.00 of Borrower's Obligations to Bank but also an additional \$500,000.00 of Borrower's Obligations to Bank, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by \$500,000.00 of the obligations and liabilities due from Borrower to Bank in connection with a Note executed on August 26, 1997, and all interest thereon, and all extensions and renewals thereof, but also an additional \$500,000.00 of the obligation and liability due from Borrower to Bank as evidenced by a Note and the documents executed in connection herewith, all interest

thereon, and all extensions, and renewals thereof.

In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Mortgagor hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements 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 the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 29 day of January, 2002.


Dewey C. Green

LONGVIEW PROPERTIES, INC.

BY: 

Dewey C. Green (Its President)

RESTORATION CONSULTANTS, INC.

BY: 

Dewey C. Green (Its President)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dewey C. Green, 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 such instrument, he executed the same voluntarily.

Given under my hand and seal this 29 day of January, 2002.


NOTARY PUBLIC

My Commission expires: 6/7/03

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dewey C. Green, whose name as President of LONGVIEW PROPERTIES, INC., 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, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the _____ day of January, 2002.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dewey C. Green, whose name as President of RESTORATION CONSULTANTS, INC., 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, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the _____ day of January, 2002.

NOTARY PUBLIC

My Commission Expires: _____

**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
AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: RESTORATION CONSULTANTS, INC.
LENDER: COLONIAL BANK

PARCEL I:

A parcel of land situated in the NW ¼ of the NW ¼ of Section 20, Township 21 South, Range 2 West, in Shelby County, Alabama and being more particularly described as follows:

Commence at the NW corner of Section 20, Township 21 South, Range 2 West; thence south 83 degrees 40 minutes 34 seconds East a distance of 1.79 feet to the northeasterly right of way of Louisville and Nashville Railroad (R.O.W. varies) thence south 22 degrees 54 minutes 48 seconds east along said right of way a distance of 263.94 feet to the point of beginning; thence continue along the last described course a distance of 3.92 feet; thence south 67 degrees 00 minutes 47 seconds west along said right of way a distance of 50.07 feet (meas.), 50.00 feet (map); thence south 22 degrees 51 minutes 11 seconds east along said right of way a distance of 181.60 feet; thence north 67 degrees 05 minutes 12 seconds east and leaving said right of way a distance of 464.06 feet; thence north 18 degrees 16 minutes 40 seconds West a distance of 143.71 feet to a point on a curve to the left having a radius of 1000.00 feet and a central angle of 2 degrees 25 minutes 50 seconds thence along the arc of said curve a distance of 42.42 feet said arc subtended by a chord which bears north 19 degrees 29 minutes 20 seconds west a distance of 42.42 feet to the end of said arc; thence south 67 degrees 05 minutes 12 seconds west a distance of 427.95 feet to the point of beginning.

60 foot ingress, egress, drainage and utility easement:

Commence at the NW corner of Section 20, Township 21 South, Range 2 West; thence north 1 degree 01 minutes 18 seconds east a distance of 214.04 feet to the southwesterly right of way line of Shelby County Highway No. 87 (80 foot R.O.W.) thence north 64 degrees 05 minutes 17 seconds east along said right of way line a distance of 320.40 feet to the point of beginning of the centerline of a 60 foot easement for ingress, egress, drainage, and utilities, said easement lying 30 feet to both sides of and parallel to the centerline of said easement; thence south 26 degrees 11 minutes 11 seconds east along said centerline a distance of 416.75 feet to a point on a curve to the right having a radius of 1000.00 feet and a central angle of 7 degrees 54 minutes 31 seconds thence along said centerline and the arc of said curve a distance of 138.03 feet, said arc subtended by a chord which bears south 22 degrees 13 minutes 55 seconds east a distance of 137.92 feet to the end of said curve; thence south 18 degrees 16 minutes 40 seconds east along said centerline a distance of 143.17 feet to the end of said centerline of said easement.

PARCEL II:

Lot 13, according to the Survey of Oldham Station, as recorded in Map Book 14, page 64, in the Probate Office of Shelby County, Alabama.

Inst # 2002-05241

01/31/2002-05241
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 772.00