

AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the 1st day of February, 2002, by and between **Second Union Investors, L.L.C.** (hereinafter called the "Mortgagor", whether one or more) and First National Bank of Shelby County, a national banking association (hereinafter called the "Mortgagee").

WITNESSETH:

WHEREAS, Borrower, on the 23rd day of February, 2001, executed to FNBSC a Note in the principal sum of \$ 600,000.00, ("Note"), which Note is secured by a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of said County, Instrument Number 2001-06579 in said Probate Office, ("Mortgage"), reference being hereby made to the Mortgage for a particular description of the Note and the description of the property securing the payment of the Note (the "Mortgage Property"); said property does not constitute any portion of the homestead of the mortgagor nor that of his spouse, and

WHEREAS, there are no liens or encumbrances against the Mortgage Property, or judgments against the Borrower, and

WHEREAS, the amount due under the Note and Mortgage is \$ 600,000.00.

WHEREAS, the Borrower has requested to increase said amount from \$ 600,000.00 to \$950,000.00, (*an increase of \$350,000.00*) and will execute a new Note along with this Amendment to be secured by the Mortgage and property as follows:

Parcel I

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 1, the NW 1/4 of the NW 1/4 of Section 12, the NE 1/4 of Section 11 and the E 1/2 of the NW 1/4 of Section 11, all located in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Section 1; thence South 0 deg. 13 min. 42 sec. East along the West line of said Section 12 a distance of 249.93 feet meas. (250.00 feet map); thence North 55 deg. 29 min. 53 sec. East a distance of 422.06 feet; thence North 20 deg. 11 min. 33 sec. East a distance of 654.08 feet; thence North 69 deg. 19 min. 10 sec. East a distance of 559.92 feet to the Westerly right of way line of County Road No. 36 (80 foot right of way); thence South 3 deg. 51 min. 41 sec. East along said right of way line a distance of 39.46 feet to the beginning of a curve to the left having a radius of 850.00 feet, a central angle of 28 deg. 47 min. 19 sec. and subtended by a chord which bears South 18 deg. 15 min. 21 sec. East a distance of 422.61 feet; thence along the arc of said curve and said right of way line a distance of 427.09 feet; thence leaving said right of way South 69 deg. 19 min. 10 sec. West a distance of 320.37 feet; thence South 20 deg. 11 min. 33 sec. West a distance of 530.83 feet; thence South 49 deg. 44 min. 55 sec. West a distance of 342.61 feet; thence South 55 deg. 29 min. 53 sec. West a distance of 1010.00 feet; thence South 75 deg. 24 min. 56 sec. West a distance of 342.25 feet; thence South 50 deg. 14 min. 24 sec. West a distance of 200.00 feet; thence South 67 deg. 42 min. 21 sec. West a distance of 104.83 feet; thence South 62 deg. 25 min. 15 sec. West a distance of 610.41 feet; thence South 34 deg. 23 min. 25 sec. West a distance of 273.13 feet; thence South 53 deg. 50 min. 44 sec. West a distance of 148.29 feet; thence South 69 deg. 47 min. 28 sec. West a distance of 286.04 feet; thence South 40 deg. 10 min. 21 sec. West a distance of 263.34 feet; thence South 78 deg. 03 min. 53 sec. West a distance of 280.10 feet; thence North 80 deg. 04 min. 14 sec. West a distance of 360.74 feet; thence North 84 deg. 38 min. 46 sec. West a distance of 400.00 feet; thence North 5 deg. 21 min. 14 sec. East a distance of 205.00 feet; thence North 26 deg. 23 min. 24 sec. East a distance of 53.57 feet; thence North 0 deg. 34 min. 04 sec. East a distance of 111.00 feet; thence North 32 deg. 48 min. 56 sec. West a distance of 280.30 feet; thence North 1 deg. 36 min. 42 sec. East a distance of 326.48 feet; thence South 88 deg. 23 min. 18 sec. East a distance of 613.40 feet; thence North 1 deg. 36 min. 42 sec. East a distance of 480.54 feet; thence South 76 deg. 26 min. 59 sec. East a distance of 209.97 feet; thence North 75 deg. 37 min. 36 sec. East a distance of 314.64 feet; thence North 39 deg. 12 min. 15 sec. East a distance of 695.10 feet; thence South 88 deg. 14 min. 42 sec. East a distance of 1731.82 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any portion of the Subdivision known as Oaklyn Hills, Phase 1. as recorded in Map Book 24 page 50 in the Probate Office of Shelby County, Alabama.

02/04/2002-05925
02:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL

52650-2002
2002-05925
inst 4541

Parcel II

Lots 1, 2, 3, 8, 9, 73, 75, 135, 137, 139, 140, 141, 142, 143, 144, 145, 146, 147, 152, 153, 154 and 158. according to the Survey of Oaklyn Hills, Phase 1, as recorded in Map Book 24 page 50 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

LESS AND EXCEPT Lots 9, 73, 137, 139, 140, 141, 142, 143, 145, 153, 154 and 158 according to the Survey of Oaklyn Hills, Phase 1, as recorded in Map Book 24 page 50 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

and

WHEREAS, Borrower is desirous of paying the balance of the Note and Mortgage in accordance with a loan plan of FNBSC, and the rules and regulations governing same;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each of the parties hereto, the undersigned hereby agree and covenant as follows, viz:

1. The Borrower agrees to pay the Indebtedness secured by the Mortgage in the amount of \$950,000.00 in accordance with the following terms of the new Note and any extensions, renewals or modifications thereof.

(a) Interest shall accrue on the amount of the unpaid principal at the rate of 1.00% over prime floating monthly (prime currently 4.75%) and shall be due monthly beginning March 1, 2002.

(b) The entire principal and any unpaid interest thereon shall be due and payable on the 1st day of February, 2003.

2. The Mortgage will secure the indebtedness as a valid first lien against the Mortgage Property.

3. Except as modified by this Agreement, all conditions, terms, obligations, agreements and stipulations made in the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the date and year first hereinabove written.

Second Union Investors, LLC

by 

Ben L. Chenault
as Managing Member



Albert L. Weber, Member



Edmund P. Blackwell, Member

FIRST NATIONAL BANK OF SHELBY COUNTY

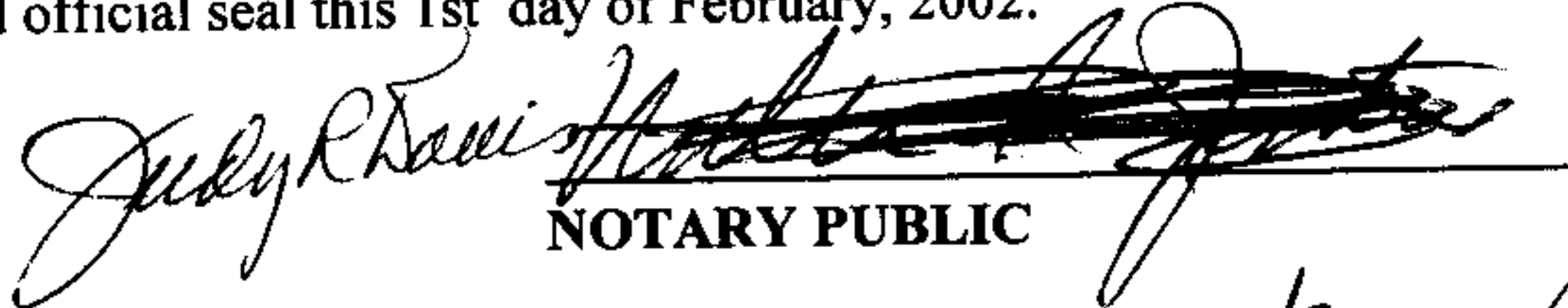
By: 
William R. Justice
As Its: In-House Attorney

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William R. Justice whose name as In House Attorney for First National Bank of Shelby County, 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 In House Counsel and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 1st day of February, 2002.


NOTARY PUBLIC


My commission expires: ~~7/3/2002~~ 7/3/2002

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ben L. Chenault whose name as Managing Member, of Second Union Investors, L.L.C., a 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 managing member executed the same voluntarily.

Given under my hand and seal this 1st day of February, 2002.


NOTARY PUBLIC

My commission expires: 9/12/03

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert L. Weber whose name as Member, of Second Union Investors, L.L.C., a 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 member executed the same voluntarily.

Given under my hand and seal this 1st day of February, 2002.


NOTARY PUBLIC

My commission expires: 9/12/03

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edmund P. Blackwell whose name as Member, of Second Union Investors, L.L.C., a 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 member executed the same voluntarily.

Given under my hand and seal this 1st day of February, 2002.


NOTARY PUBLIC

My commission expires: 2002-05925 9/12/03