

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

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on April 6, 2001 by **F AND J PROPERTIES, L.L.C.** (hereinafter "Borrower") in favor of **REGIONS BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2001-13673 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 Note in the original principal amount of \$735,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,102.50 was paid.

WHEREAS, Borrower has requested Bank to convert this loan to an SBA 7(a) guaranteed loan and in connection therewith to lend to Borrower an additional \$40,000.00, and Bank is agreeable to do so, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$735,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$40,000.00 made in connection herewith to Borrower, 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 the \$735,000.00 Note executed on February 4, 2000, and all interest thereon, and all extensions and renewals thereof, but also the \$40,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 3). The loan to Borrower being made in connection herewith is being made under the SBA 7(a) guaranteed program and an Authorization issued in such regard, and such loan is a Debt (as that terms are defined in the Mortgage), secured by the Mortgage.
- 4). The loan secured by this Mortgage is being made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:
 - a) When SBA is the holder of the Note, this document and all documents evidencing or securing the loan will be construed in accordance with federal law.

- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

In addition hereto, Borrower 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.

Borrower 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 a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 6 day of February, 2002.

F AND J PROPERTIES, L.L.C.

BY: _____

(Its Member)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher Fulmer, whose name as Member of F AND J PROPERTIES, 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 such instrument, 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 seal this 6 day of February, 2002.

NOTARY PUBLIC

My Commission expires: 6/17/03

**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 SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT

Borrower: F AND J PROPERTIES, L.L.C.
Lender: REGIONS BANK

A parcel of land situated in the NE ¼ of the NE 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama and being more particularly described as follows:

Commence at the SW corner of the NE ¼ of the NE ¼ of Section 35, Township 20 South, Range 3 West; thence run easterly along the South line of said ¼ - ¼ Section a distance of 920.46 feet to a point on the northwesterly right of way line of a CSX Transportation Railroad right of way line, thence North 06 degrees 43 minutes 00 seconds East for a distance of 154.88 feet to a point; thence run North 83 degrees 17 minutes 00 seconds West for a distance of 200.00 feet to a point; thence run North 06 degrees 43 minutes 00 seconds East for a distance of 77.82 feet to point of beginning; thence continue along said bearing for a distance of 146.03 feet to a point on the Southwesterly right of way line of Shelby County Highway No. 66 (80' right of way); thence North 76 degrees 29 minutes 00 seconds West for a distance of 362.78 feet along said right of way line to a point; thence run South 04 degrees 48 minutes 48 seconds East for a distance of 61.43 feet to a point; thence run South 35 degrees 02 minutes 02 seconds East for a distance of 172.63 feet to a point; thence run South 83 degrees 17 minutes 00 seconds East for a distance of 233.00 feet to the point of beginning.

SUBJECT TO: i) taxes and assessments for the year 2001, a lien but not yet payable; ii) easement recorded in Instrument 2001/9443; iii) less and except any part of the property lying within the right of way of a road; iv) less and except any part of the property described in Shelby County Condemnation Case No. 34-296; v) right of way to Shelby County, recorded in Volume 256, page 868; vi) transmission line permits to Alabama Power Company recorded in Deed Book 48, page 626, Deed Book 138, page 52, Deed Book 113, page 95, Deed Book 197, page 533, Deed Book 102, page 205, Deed Book 141, page 506, and Deed Book 170, page 262; vii) road right of ways to Shelby County as recorded in Deed Book 167, page 462 through 467, Deed Book 169, page 59, Deed Book 271, page 741, and Deed Book 256, page 868; viii) easement and rights of ways to American Telephone and Telegraph Company recorded in Deed Book 168, page 476; ix) right of way easements to Colonial Pipeline Company recorded in Deed Book 269, page 203; x) pipeline easement to Southern Natural Gas Company recorded in Deed Book 90, page 281; xi) transmission line permits to Alabama Power Company recorded in Deed Book 55, page 454 and Deed Book 92, page 437; xii) easement to Southern Natural Gas as recorded in Deed Book 90, page 461; and xiii) coal, oil, gas and other mineral interests in, to or under the land described herein which are not owned by Grantor or Mortgagor

Inst # 2002-06879

02/08/2002-06879
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 77.00