

This instrument prepared by:
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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
COUNTIES OF SHELBY AND TALLADEGA)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), made and entered into effective as of the 27 day of March, 2002, by **SUNBELT TURF FARM, INC.**, an Alabama corporation ("Mortgagor"), and **SOUTHTRUST BANK**, an Alabama banking corporation ("Mortgagee").

WHEREAS, as security for a Term Loan in the original principal amount of \$2,500,000.00, a Revolving Loan in the original principal amount of \$100,000.00, and a Guidance Line Loan in the original principal amount of \$150,000.00, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement dated as of the 17th day of November, 2000 (the "Mortgage"), and the Mortgage was recorded (i) on November 20, 2000, in Instrument #2000-40193, in the Office of the Judge of Probate of Shelby County, Alabama; and (ii) on November 22, 2000, in Mortgage Book 926, Page 186, in the Office of the Judge of Probate of Talladega County, Alabama (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, Mortgagor has requested that Mortgagee loan additional funds to Mortgagor and, concurrently herewith, Mortgagor and Mortgagee are amending certain of the Loan Documents, including, without limitation, the Revolving Note, in order to provide for an increase of \$100,000.00 in the amount of the Revolving Loan secured by, among other things, the Mortgage, so that the principal amount of the Revolving Loan shall be increased from \$100,000.00 to \$200,000.00; and

WHEREAS, Mortgagor and Mortgagee have further agreed to amend the Mortgage in order to secure thereunder certain indebtedness of Texas Turf and Tree, L.P., to the Mortgagee; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage, all as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows:

1. Each of the "WHEREAS" clauses of the Mortgage are hereby deleted in their entirety and the following new clauses substituted in lieu thereof:

"WHEREAS, Mortgagor is justly indebted to Mortgagee: (i) in the principal amount of up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Term Loan") or such portion thereof as has been disbursed from time to time under the provisions of a Master Loan Agreement between Mortgagor and Mortgagee dated as of November 17, 2000 (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, referred to as the "Loan Agreement"), as evidenced by a Term Note dated as of November 17, 2000, in said principal amount, payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such Term Note, referred to as the "Term Note"), and payable as provided for in the Term Note; (ii) in the principal amount of up to Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Revolving Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by a Revolving Note dated as of November 17, 2000, originally in the principal amount of \$100,000.00 (and having been increased by amendment to \$200,000.00), payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such note, referred to as the "Revolving Note), and payable as provided for in the Revolving Note; and (iii) in the principal amount of up to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Guidance Line Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by a Guidance Line Note dated as of November 17, 2000, in said principal amount, payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such note, referred to as the "Guidance Line Note"), and payable as provided for in the Guidance Line Note [the Term Note, the Revolving Note, and the Guidance Line Note hereinafter referred to each singularly as a "Note" and collectively as "Notes"; the Term Loan, the Revolving Loan, and the Guidance Line Loan hereinafter

referred to each singularly as a "Loan" and collectively as "Loans"; and all of the Notes, the Loan Agreement, this Mortgage, and any and all other documents and instruments relating to any one or more of the Loans, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"]; and

WHEREAS, Texas Turf and Tree, L.P. ("Texas Turf") is justly indebted to Mortgagee: (i) in the principal amount of up to Three Hundred Eleven Thousand Nine Hundred Ninety-Two and 36/100 Dollars (\$311,992.36) (the "Texas Turf Term Loan"), as evidenced by an Installment Note dated as of November 17, 2000, in said principal amount, payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, on its substitution or replacement for, such note, referred to as the "Texas Turf Term Note"), and payable as provided for in the Texas Turf Term Note; and (ii) in the principal amount of up to One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) (the "Texas Turf Revolving Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Revolving Loan Agreement between Texas Turf and Mortgagee dated as of May 31, 2001 (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, referred to as the "Texas Turf Loan Agreement"), as evidenced by a Revolving Note dated as of May 31, 2001, in said principal amount, payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such note, referred to as the "Texas Turf Revolving Note"), and payable as provided for in the Texas Turf Revolving Note [the Texas Turf Term Note and the Texas Turf Revolving Note hereinafter referred to each singularly as a "Texas Turf Note" and collectively as "Texas Turf Notes"; the Texas Turf Term Loan and the Texas Turf Revolving Loan hereinafter referred to each singularly as a "Texas Turf Loan" and collectively as "Texas Turf Loans"; and all of the Texas Turf Notes, the Texas Turf Loan Agreement, this Mortgage, and any and all other documents and instruments relating to any one or more of the Texas Turf Loans, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Texas Turf Loan Documents"]; and

WHEREAS, the parties desire to secure all of the following (hereinafter collectively referred to as the "Secured Obligations"):

(a) The payment of the principal amount of each Note and each Texas Turf Note, together with interest thereon, and all renewals, extensions and modifications thereof, and all refinancings of any part of any Note or any Texas Turf Note, and any and all indebtedness of Mortgagor or Texas Turf to Mortgagee, due, or to become due, which Mortgagee has advanced, or has obligated itself to advance, and all other indebtedness of Mortgagor or Texas Turf to Mortgagee arising out of any one or more of the Loan Documents or the Texas Turf Loan Documents, and all other additional indebtedness of Mortgagor or Texas Turf to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and/or modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (all of the foregoing hereinafter

referred to collectively as the "Secured Indebtedness"), including, but not limited to (i) all sums advanced by Mortgagee to Mortgagor or Texas Turf or expended by Mortgagee for Mortgagor's or Texas Turf's account, including but not limited to advances for taxes and insurance pursuant to the terms of this Mortgage; (ii) all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien of this conveyance, including reasonable attorney's fees; and (iii) any amounts expended by Mortgagee in removing, isolating or cleaning up any hazardous materials from the Mortgaged Property (as hereinafter defined), whether or not such action is required by any "Applicable Environmental Law" (as hereinafter defined); and

(b) The prompt performance of any and all other obligations of Mortgagor or Texas Turf to Mortgagee, whether now existing or hereafter arising under or pursuant to any one or more of the Loan Documents or any one or more of the Texas Turf Loan Documents.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS MORTGAGE TO THE CONTRARY, THE MAXIMUM INDEBTEDNESS SECURED HEREBY SHALL BE \$3,100,000.00."

2. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officer and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

SUNBELT TURF FARM, INC.

By: 
Its Vice President

MORTGAGEE:

SOUTHTRUST BANK

By: 
Its Commercial loan officer

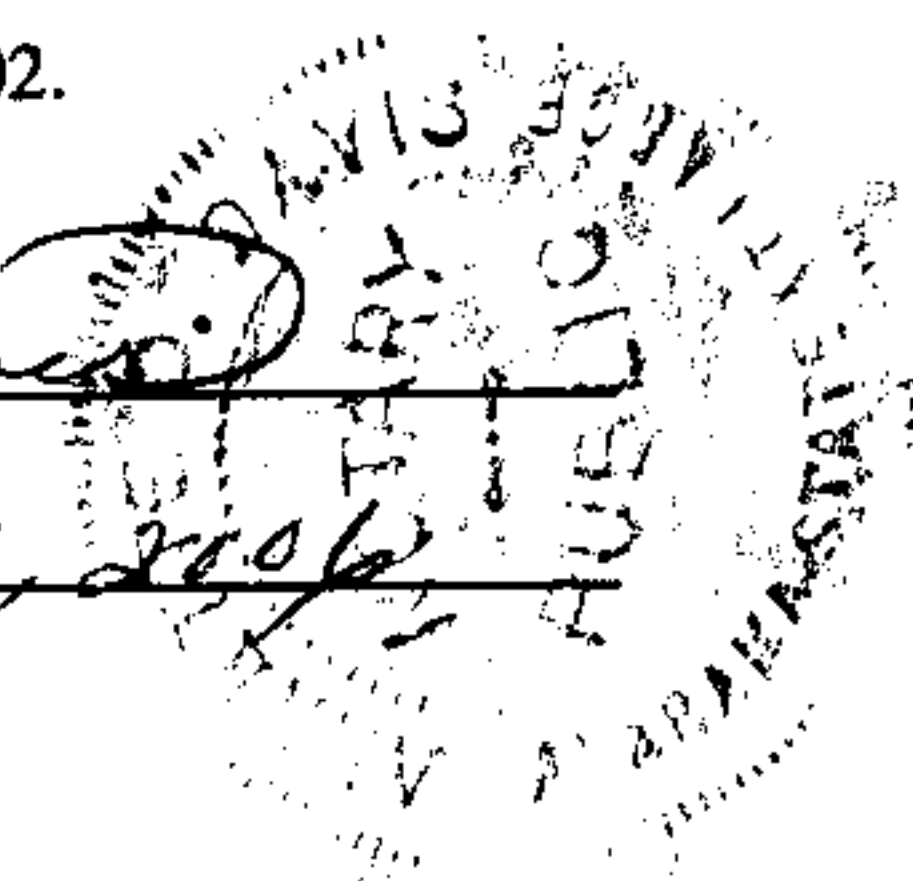
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John E. Bentley, whose name as Vice President of Sunbelt Turf Farm, Inc., an Alabama corporation, 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 for and as the act of said corporation.

Given under my hand and official seal, this the 22 day of March, 2002.

(SEAL)

Annelle D. Davis
Notary Public
My Commission Expires: Jan 31, 2006



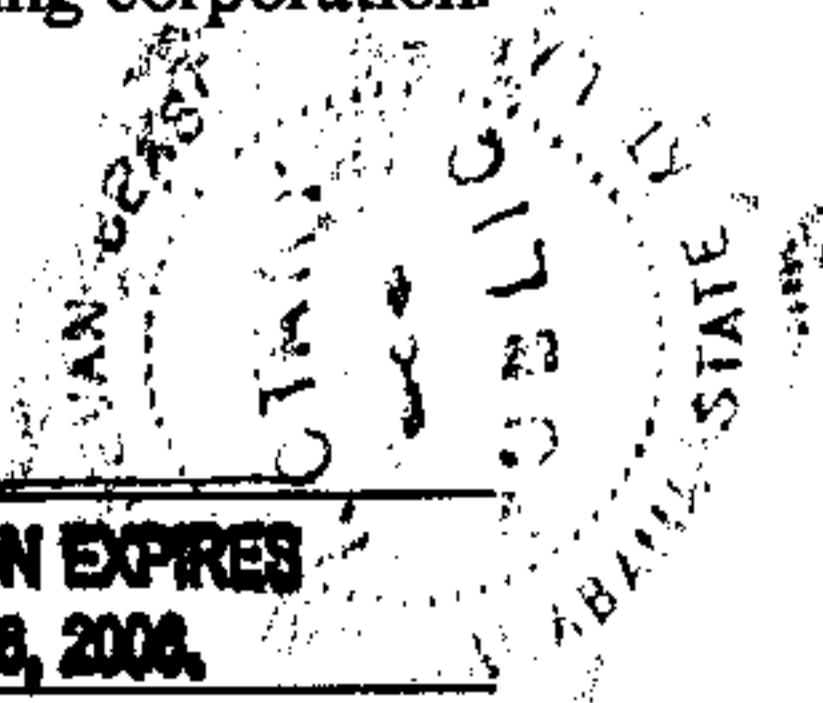
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alan Nickelsen, whose name as Commercial Loan Officer of SouthTrust Bank, an Alabama banking corporation, 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 for and as the act of said banking corporation.

Given under my hand and official seal, this the 26 day of March, 2002.

(SEAL)

Sarah Ann Brasley
Notary Public
My Commission Expires: FEBRUARY 8, 2004



Inst # 2002-16558

04/09/2002-16558
03:20 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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