

AMENDMENT TO MORTGAGE and ASSIGNMENT OF LEASES, RENTS AND INCOME

THIS AMENDMENT amends that certain Mortgage (hereinafter "Mortgage") and that certain Assignment of Leases, Rents and Income (hereinafter "Assignment") executed on February 28, 2000 by **FOLMAR ARCHITECTURAL MILLWORK, INC.** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2000-13265 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 Assignment is recorded as Instrument 2000-13267 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 and Assignment secured a Note in the original principal amount of \$576,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage the mortgage tax was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$697,951.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage and Assignment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage and Assignment are hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$576,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$697,951.00 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 obligation evidenced by the \$576,000.00 Note executed on February 28, 2000 and all interest thereon, and all extensions and renewals thereof, but also the \$697,951.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 3). Henceforth the Assignment shall specifically secure not only the \$576,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$697,951.00 made in connection herewith to Borrower, and all the interest thereon.
- 4). The term "Notes" as used in the Assignment shall be defined to mean not

EXHIBIT "A"

TO

**AMENDMENT TO MORTGAGE and
ASSIGNMENT OF LEASES, RENTS AND INCOME**

**HAZARDOUS SUBSTANCE INDEMNIFICATION
AND WARRANTY AGREEMENT**

BORROWER: FOLMAR ARCHITECTURAL MILLWORK, INC.
LENDER: AMSOUTH BANK

A parcel of land in the West half of the NW $\frac{1}{4}$ of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of said Section 2; thence run East 985.58 feet along the North Section line; thence run right 136 degrees 02 minutes 41 seconds and run South 307.01 feet; thence turn left 16 degrees 45 minutes 33 seconds and run Southwest 160.51 feet; thence turn right 20 degrees 19 minutes 46 seconds and run Southwest 215.88 feet; thence turn left 111 degrees 05 minutes 55 seconds and run Southeast 445.66 feet to a point on the East right-of-way of Industrial Park Drive and the point of beginning; thence turn right 65 degrees 55 minutes 05 seconds and run south along said right-of-way 436.47 feet to the point of a counter-clockwise curve having a delta angle of 09 degrees 11 minutes 18 seconds and a radius of 447.47 feet; thence run along the arc of said curve 71.76 feet; thence turn left 81 degrees 35 minutes 54 seconds from tangent and run East 490.42 feet; thence turn left 93 degrees 34 minutes 18 seconds and run North 73.88 feet; thence turn right 01 degrees 14 minutes 38 seconds and continue North 213.03 feet to an existing open top iron; thence turn left 00 degrees 28 minutes 47 seconds and continue North 212.36 feet; thence turn left 110 degrees 04 minutes 11 seconds and run Southwest 248.05 feet; thence turn right 46 degrees 54 minutes 46 seconds and run Northwest 259.49 feet to the point of beginning.

Situated in Shelby County

SUBJECT TO: i) taxes dues and payable October 1, 2002; and ii) mineral and mining rights not owned by Mortgagor.