

¹Note to recording office re amount of Privilege Tax: Privilege tax has been paid on \$1,200,000.00 and the loan amount is being increased to \$1,456,000.00; therefore, tax is owed on \$256,000.00.

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Josephine R. Lowery
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)

SHELBY COUNTY)

**AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES AND SECURITY AGREEMENT**

This Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement made this 21 day of June, 2002, between **COMPASS BANK**, an Alabama banking corporation (the "Lender"), and **SUNDERLAND PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Borrower").

WHEREAS, in connection with a loan from Lender to Borrower in the amount of \$1,200,000.00 (the "**Loan**"), the Borrower executed and delivered to Lender, among other documents, the following documents, all dated March 24, 2000 (the "**Loan Documents**"): (i) Promissory Note in the amount of \$1,200,000.00 (the "**Note**"); (ii) Loan Agreement (the "**Loan Agreement**"); (iii) Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement recorded or to be recorded in the Probate Office of Shelby County, Alabama (the "**Mortgage**"); and (iv) UCC-1 Financing Statements (the "**Financing Statements**");

WHEREAS, on April 3, 2000, Lender and Borrower modified the Loan as set forth in that certain First Amendment to Loan, and as further modified on May 6, 2002, by that Second Amendment to Loan; and

WHEREAS, Borrower has requested and Lender has agreed to advance an additional \$256,000.00 under the Loan¹, to be secured by the Mortgage; and

WHEREAS, Lender and Borrower desire to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. All references in the Mortgage to the "Note" shall hereafter mean the \$1,200,000.00 Promissory Note from Borrower to Lender dated March 24, 2000, and as amended to increase the principal amount thereof by an additional \$256,000.00 to \$1,456,000.00.

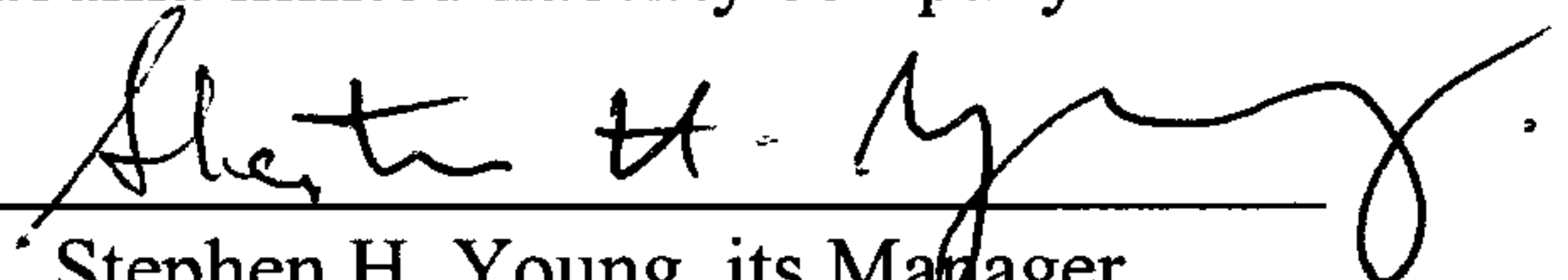
It is the intent hereof that the Mortgage shall secure the \$256,000.00 additional principal advance under the Loan.

2. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

BORROWER:

SUNDERLAND PROPERTIES, L.L.C.,
an Alabama limited liability company

By: 
Stephen H. Young, its Manager

LENDER:

COMPASS BANK, an Alabama banking
corporation

By: 
Its Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Sedetra Hill, a notary public in and for said county in said state, hereby certify that Janet H. Brock whose name as Senior Vice President of **COMPASS 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 such instrument, she, 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 21st day of June, 2002.

Sedetra Hill

Notary Public

[Notarial Seal]

My Commission Expires: MY COMMISSION EXPIRES JUNE 29, 2004

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Michelle Lynn Tatum, a notary public in and for said county in said state, hereby certify that Stephen H. Young, whose name as Manager of **SUNDERLAND PROPERTIES, L.L.C.**, an Alabama 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 Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21st day of June, 2002.

Michelle Lynn Tatum

Notary Public

[Notarial Seal]

My Commission Expires: Notary Public, Alabama State At Large
My Commission Expires May 24, 2003