

This instrument prepared by:
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This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Inst. #2002-07593

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
("Amendment") is made and entered into effective as of the 6th day of August, 2002, by **WILD TIMBER DEVELOPMENT, LLC**, an Alabama limited liability company ("Mortgagor"), and **SOUTHTRUST BANK**, an Alabama banking corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement dated as of the 11th day of February, 2002 (the "Mortgage"), and the Mortgage was recorded on February 13, 2002, in Inst. #2002-07593 in the Office of the Judge of Probate of Shelby 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 repaid the initial construction loan made by the Mortgagee to the Mortgagor in the principal amount of \$486,000.00 which constituted a portion of the indebtedness secured by the Mortgage and, in connection therewith, the Mortgagee has agreed to release "Parcel III" of the Mortgaged Property from the Mortgage; and

WHEREAS, Mortgagor has requested that Mortgagee make an additional construction loan to the Mortgagor of up to the principal amount of \$590,000.00, and, to provide for, secure or otherwise evidence such additional construction loan, concurrently herewith Mortgagor is delivering to Mortgagee a promissory

note in the principal amount of \$590,000.00 and Mortgagor and Mortgagee are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Mortgage; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to include all indebtedness arising in connection with the additional construction loan in the amount of \$590,000.00 as a part of the indebtedness secured by the Mortgage and to amend the legal description of the Land which constitutes a portion of the Mortgaged Property.

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. The Mortgage is hereby amended to provide that:

(a) The term "Construction Loan", as defined and used in the Mortgage, including, without limitation, in clause (b) of the initial "WHEREAS" provision of the Mortgage where the definition of "Construction Loan" is set forth, shall be deemed to mean the indebtedness owing by the Mortgagor to the Mortgagee in the principal sum of up to Five Hundred Ninety Thousand and No/100 Dollars (\$590,000.00) (instead of \$486,000.00) and, in furtherance of the foregoing, the words "Four Hundred Eighty-Six Thousand and No/100 Dollars" and the number "\$486,000.00" are hereby deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "Five Hundred Ninety Thousand and No/100 Dollars" and the number "\$590,000.00" are hereby substituted in lieu thereof; and

(b) The Construction Loan is evidenced by a Promissory Note (Construction Note) dated as of August 6, 2002, in the principal amount of \$590,000.00, payable by the Mortgagor to the Mortgagee, and the term "Construction Note", as defined and used in the Mortgage, including, without limitation, in clause (b) of the initial "WHEREAS" provision of the Mortgage where the definition of "Construction Note" is set forth, shall be deemed to mean that certain Promissory Note (Construction Loan) dated as of August 6, 2002, in the principal amount of \$590,000.00 payable by the Mortgagor to the Mortgagee with interest

thereon, together with any and all extensions, revisions, modifications or amendments at any time made thereto, and together with any and all promissory notes at any time given in extension or renewal thereof or in substitution or replacement therefor.

2. The Mortgage is hereby amended to change the legal description of the Land to the legal description described on Exhibit A attached to this Amendment, and the term "Land", as defined and used in the Mortgage, shall be deemed to mean and refer to the property described on Exhibit A attached hereto, and, in furtherance thereof, the Mortgage is hereby amended by deleting Exhibit A thereto in its entirety and substituting therefor Exhibit A attached to this Amendment.

3. 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 representative and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.


MORTGAGOR:

WILD TIMBER DEVELOPMENT, LLC

By: 
Its: Member

MORTGAGEE:

SOUTHTRUST BANK

By: 
Its: Assistant Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Delton Lane Clayton, whose name as a Member of Wild Timber Development, LLC, 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 said instrument, he, in such capacity 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 the 6 day of August, 2002.

(SEAL)

Kelly L. McChony
Notary Public
My Commission Expires: 2-11-05

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alan Nickelson, whose name as Assistant Vice President 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 6 day of August, 2002.

(SEAL)

Kelly L. McChony
Notary Public
My Commission Expires: FEBRUARY 11, 2005

EXHIBIT A

LEGAL DESCRIPTION OF LAND AND TITLE EXCEPTIONS

Parcel I:

A parcel of land situated in the N 1/2 of the NE 1/4 of Section 10, the SE 1/4 of the SE 1/4 of Section 3, and the SW 1/4 of Section 2, all situated in Township 20 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Beginning the NW corner of the N 1/2 of the NE 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence South 88 deg. 41 min. 24 sec. East, along the North line of said 1/4-1/4 Section a distance of 1,301.31 feet; thence, leaving said North line North 00 deg. 17 min. 16 sec. West, a distance of 1,303.51 feet; thence South 88 deg. 33 min. 33 sec. East, a distance of 1,323.28 feet; thence North 00 deg. 02 min. 52 sec. West, a distance of 1,304.33 feet; thence North 89 deg. 57 min. 08 sec. East, a distance of 1,320.00 feet; thence South 00 deg. 30 min. 00 sec. East, a distance of 1,347.30 feet; thence South 87 deg. 38 min. 09 sec. East, a distance of 273.33 feet; thence South 02 deg. 03 min. 03 sec. West a distance of 432.21 feet to a point lying on the Northerly right of way line of Shelby County Highway # 11 (80' ROW); thence South 70 deg. 19 min. 38 sec. West, along said right of way line a distance of 1,689.95 feet to the beginning of a curve to the left having a radius of 5,769.51 feet, a central angle of 18 deg. 31 min. 17 sec., and subtended by a chord which bears South 60 deg. 48 min. 30 sec. West, a chord distance of 1,856.94 feet; thence Southwesterly along the arc of said curve, and along said right of way line, a distance of 1,865.05 feet; thence South 51 deg. 32 min. 51 sec. West, along said right of way line a distance of 1,190.55 feet; thence, leaving said right of way line North 88 deg. 28 min. 03 sec. West, a distance of 59.16 feet; thence North 00 deg. 03 min. 59 sec. West, a distance of 1,457.95 feet to the POINT OF BEGINNING.

Parcel II:

A parcel of land located in the West 1/2 of the SW 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the West 1/2 of the SW 1/4 of above said Section, Township and Range, said point being the POINT OF BEGINNING; thence South 86 deg. 51 min. 48 sec. East, a distance of 948.03 feet; thence South 02 deg. 34 min. 56 sec. West, a distance of 243.13 feet to a point, said point lying on the Westerly right of way line of Shelby County Highway # 11 (80' ROW), said point also being the beginning of a non-tangent curve to the left, having a radius of 1,701.03 feet; a central angle of 21 deg. 02 min 09 sec., and subtended by a chord which bears South 40 deg. 35 min. 58 sec. West, and chord distance of 621.02 feet; thence along the arc of said curve and said right of way line a distance of 624.52 feet; thence South 28 deg. 28 min. 49 sec. West and along said right of way line, a distance of 767.20 feet; thence South 28 deg. 10 min. 28 sec. West and along said right of way line, a distance of 368.15 feet; thence North 00 deg. 15 min. 52 sec. East and leaving said right of way, a distance of 442.41 feet; thence North 00 deg. 15 min. 52 sec. East, a distance of 1,322.78 feet to the POINT OF BEGINNING.

TITLE EXCEPTIONS

1. General and special taxes or assessments for 2002 and subsequent years not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. #1997-9552 and Inst. #2000-04451 in Probate Office.
3. Easement(s) to Plantation Pipeline as shown by instrument recorded in Deed Book 253 page 324 in Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 244 page 587 in Probate Office.
5. The following exception pertaining to Parcel I: Encroachment of fence(s) onto and/or off of the land as shown on the survey by Robert C. Farmer & Associates dated June 14, 2001.
6. The following exception pertaining to property in Section 10 of Parcel I and II: Transmission Line Permit to Alabama Power Company as set out in Deed Book 127 page 440 and Deed Book 131 page 411 in Probate Office.