

This instrument prepared by:  
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This instrument to be cross-  
indexed with the Mortgage and  
Security Agreement recorded in  
Inst. #20020429000202100

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

STATE OF ALABAMA       )  
SHELBY COUNTY        )

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** ("First Amendment") is made and entered into effective as of the 4th day of October, 2002, by **COLLUM PROPERTIES, LLC**, an Alabama limited liability company ("Mortgagor"), and **COLONIAL BANK**, a banking corporation organized under the laws of the State of Alabama ("Mortgagee").

**WHEREAS**, Mortgagor executed a certain Mortgage and Security Agreement dated as of the 25th day of April, 2002 (the "Mortgage"), and the Mortgage was recorded in Inst. #20020429000202100 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 requested that Mortgagee loan additional funds to Mortgagor and, concurrently herewith, Mortgagor and Mortgagee are amending and restating the Note and also amending certain of the Loan Documents in order to provide for, secure or otherwise evidence an increase in the amount of the principal indebtedness (the "Loan") secured by, among other things, the Mortgage, so that the principal amount of the Loan shall be increased from \$816,244.49 to \$1,465,000.00; and

**WHEREAS**, Mortgagor and Mortgagee desire to amend the Mortgage in order to increase the amount of principal indebtedness secured by the Mortgage from \$816,244.49 to \$1,465,000.00.

**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. Any and all references in the Mortgage to the term "Loan" or any other terminology intending to refer to the principal indebtedness evidenced by the Note and secured by the Mortgage shall be deemed to mean the indebtedness owing by the Mortgagor to the Mortgagee in the principal sum of One Million Four Hundred Sixty-Five Thousand and No/100 Dollars (\$1,465,000.00) (instead of \$816,244.49) and, in furtherance of the foregoing, the words "Eight Hundred Sixteen Thousand Two Hundred Forty-Four and 49/100 Dollars" and the number "\$816,244.49" are deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "One Million Four Hundred Sixty-Five Thousand and No/100 Dollars" and the number "\$1,465,000.00" are hereby substituted in lieu thereof.

2. Any and all references in the Mortgage to the term "Note" shall be deemed to mean that certain Amended and Restated Promissory Note dated as of October 4, 2002, in the principal amount of \$1,465,000.00 payable by the Mortgagor to the Mortgagee with interest thereon, together with any and all extensions, revisions, modifications, amendments, substitutions, replacements or increases at any time made thereto and, in furtherance of the foregoing, Paragraph (i) under the definition of "Secured Indebtedness" as found on Page 3 of the Mortgage is hereby deleted in its entirety and the following new Paragraph (i) substituted in lieu thereof:

"(i) Payment and performance of all obligations of the Mortgagor under that certain Amended and Restated Promissory Note in the principal sum of One Million Four Hundred Sixty-Five Thousand and No/100 Dollars (\$1,465,000.00) (the "Note"), dated as of October 4, 2002, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in the Note, and any and all renewals, extensions, modifications, amendments, substitutions, replacements or increases of the Note, or any part thereof;"

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:

COLLUM PROPERTIES, LLC

By: Charles L. Collum  
Its: Member

MORTGAGEE:

COLONIAL BANK

By: Bascom Denoble  
Its: 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 Charles L. Collum, whose name as Member of Collum Properties, 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 4th day of October, 2002.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: 2-13-03

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Barcom Venable, whose name as Vice President of Colonial 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 4th day of October, 2002.

(SEAL)

  
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Notary Public  
My Commission Expires: 2-13-03