

**AMENDMENT  
TO  
MORTGAGE  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT**

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on July 26, 2002 by **JR ENTERPRISES, LLC** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 20020730000354350 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 secured a Note in the original principal amount of \$288,750.00 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$433.20 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$324,500.00 and \$363,250.00, and Bank is agreeable to making such loans, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**WHEREAS**, the note evidencing a portion of this advance will mature during the year 2023.

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

- 1). Henceforth the Mortgage shall specifically secure not only the \$288,750.00 Note executed in connection therewith, and all renewals and extensions thereof, but also the additional advances or loans of \$324,500.00 and \$363,250.00 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 indebtedness evidenced by the \$288,750.00 Note executed on July 26, 2002, and all interest thereon, and all extensions and renewals thereof, but also the \$324,500.00 and the \$363,250.00 advances or loans being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 27 day of November, 2002.

**JR ENTERPRISES, LLC**

BY: J. M. Curvin  
Joseph Martin Curvin (Its Member)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph Martin Curvin, whose name as member of JR ENTERPRISES, LLC, a 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, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 27 day of November, 2002.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 6/1/03

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III  
**ENGEL HAIRSTON & JOHANSON, P.C.**  
4th Floor, 109 North 20th Street  
Birmingham, Alabama 35203  
(205) 328-4600

**EXHIBIT "A"**  
**TO**  
**AMENDMENT**  
**to**  
**MORTGAGE**  
**ASSIGNMENT OF RENTS AND LEASES**  
**AND SECURITY AGREEMENT**  
**HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWER: JR ENTERPRISES, LLC  
LENDER: AMSOUTH BANK

**Lot 3-A, according to the Amended Plat of a Resurvey of Lots 3 and 4, Helena Market Subdivision as recorded in Map Book 26, Page 107, in the Probate Office of Shelby County, Alabama.**

**SUBJECT TO:** i) taxes dues and payable October 1, 2002; ii) maintenance easement recorded in Instrument 1999-15940; iii) Operation, Restriction and Easement Agreement and Declaration recorded in Instrument # 1999-39085 and 2000-8285; iv) easement agreement as recorded in Instrument 2000-8284; and v) Right of Way to Shelby County as recorded in Deed Book 154, page 384.