

***Note to Probate Court: The maximum principal indebtedness secured by the Mortgage modified hereby has been increased by \$70,000.00, from \$50,000.00 to \$120,000.00. Mortgage tax on \$50,000.00 was paid upon recordation of the original Mortgage modified hereby. Additional mortgage tax is due upon the \$70,000.00 increase provided for in this instrument.***

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**MORTGAGE MODIFICATION AGREEMENT**

**THIS MORTGAGE MODIFICATION AGREEMENT**, made this 6 day of December, 2002 by and between **John David Shepherd** (also known as David Shepherd) and **Teresa L. Shepherd**, husband and wife ("Mortgagor") and **AmSouth Bank** ("Lender") as of the 6 day of December, 2002.

**RECITALS:**

1. On June 20, 2002, Mortgagor executed and delivered to Lender a mortgage covering the property described in Exhibit A (the "Mortgage"), said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20020621000293310, as security for a loan (the "Loan") by Lender to Strike Fore, LLC (the "Borrower") evidenced by a Promissory Note in the original principal sum of \$330,000.00. The Mortgage provides that the maximum principal indebtedness secured thereby is \$50,000.00.

2. Borrower and Mortgagor have requested and Lender has agreed to increase the amount of the Loan by \$70,000.00 and Lender is willing to agree to such increase provided the maximum principal indebtedness secured by the Mortgage is increased by \$70,000.00, from \$50,000.00 to \$120,000.00.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals and to induce the Lender to increase the amount of the Loan, the parties agree as follows:

1. The maximum principal indebtedness secured by this Mortgage is increased by \$70,000.00, from \$50,000.00 to \$120,000.00.

2. The term "Note" or "Promissory Note" and the term "Guaranty" or "Guaranty Agreement" as referred to in the Mortgage shall mean and include the instruments as they were

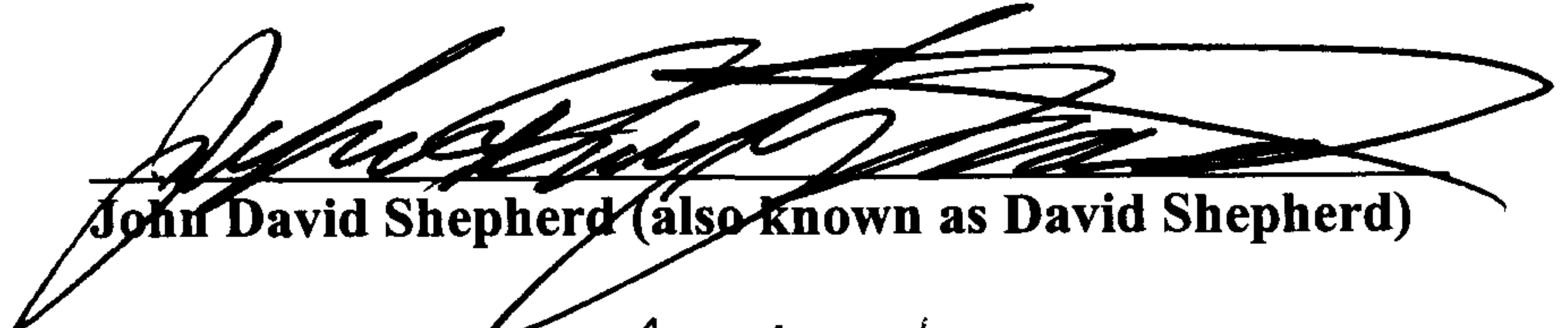

identified in the Mortgage and as the same have been amended by the First Amendment and Addendum to Construction Loan Agreement, Promissory Note, Mortgage and Security Agreement and Other Loan Documents of even date herewith, and as the same may hereafter be amended, extended, renewed, or modified.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as herein amended is hereby ratified and affirmed in all respects. Mortgagor confirms that it has no defenses or offsets with respect to Mortgagor's obligations pursuant to the Guaranty or the Mortgage as herein amended.

**IN WITNESS WHEREOF**, the parties have caused this Mortgage Modification Agreement to be executed on the day and year first written above.

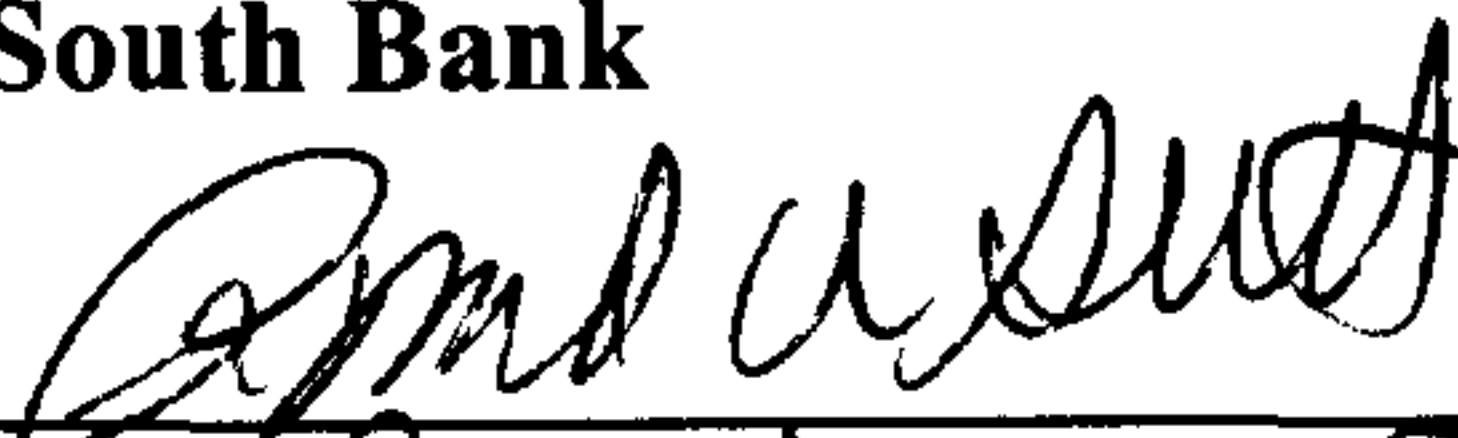
**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY  
READ THE CONTRACT BEFORE YOU SIGN IT.**

**MORTGAGOR:**

  
John David Shepherd (also known as David Shepherd)  
  
Teresa L. Shepherd

**LENDER:**

**AmSouth Bank**

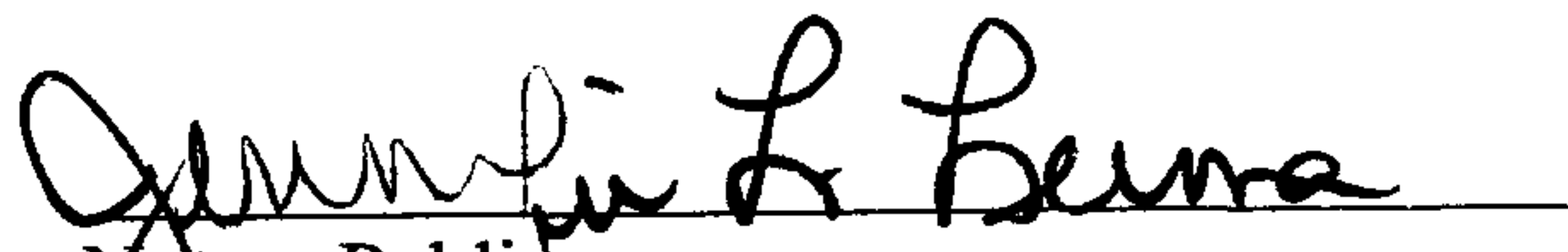
By:   
Name: Raymond W. Scott  
Title: Vice President

**THIS INSTRUMENT PREPARED BY:  
JAMES E. VANN, ESQUIRE  
SIROTE & PERMUTT, P.C.  
2311 HIGHLAND AVENUE SOUTH  
BIRMINGHAM, AL 35205**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **John David Shepherd** whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this 6 day of December, 2002.

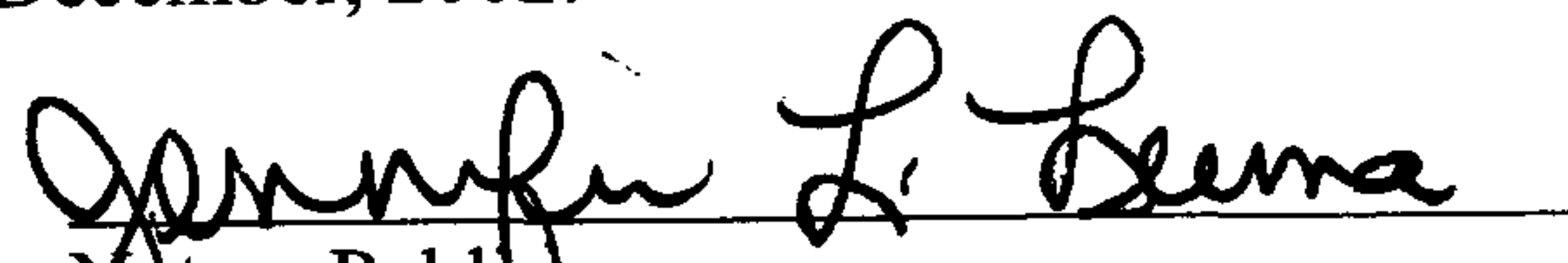
  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 2, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Teresa L. Shepherd** whose name 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 the instrument, she executed the same voluntarily.

Given under my hand this 6 day of December, 2002.

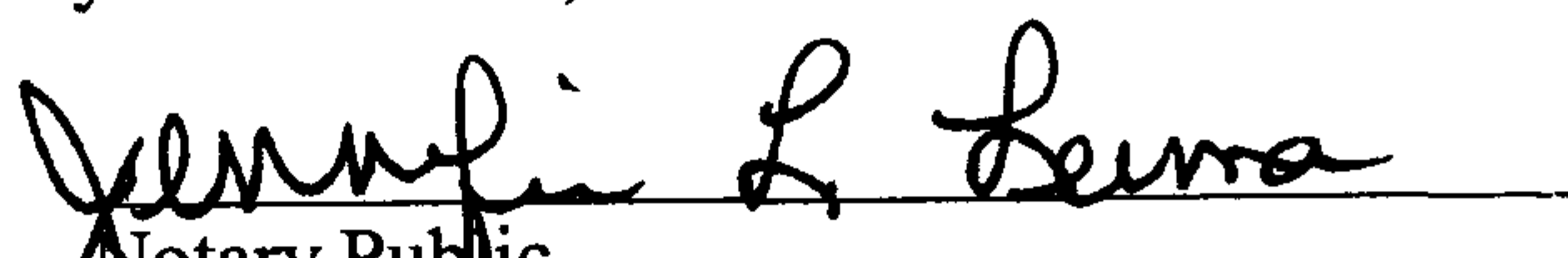
  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 2, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond W. Scott whose name as Vice - President of **AmSouth Bank** 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6 day of December, 2002.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 2, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

## **EXHIBIT A**

### **DESCRIPTION OF REAL PROPERTY**

A part of lot 2, according to the Survey of Owens Industrial Park, as recorded in Map Book 8, page 181, in the Probate Offices of Shelby County, Alabama, described as follows:

Begin at the Northeast Corner of said Lot 2, said point being on the Westerly right of way line of Shelby County Highway No. 275; thence run Southeasterly along said right of way line 100.94 feet; thence turn 90 degrees 01 minutes 00 seconds right and run Southwesterly 11.69 feet; thence turn 90 degrees 43 minutes 14 seconds right and run Northwesterly 13.69 feet; thence turn 93 degrees 14 minutes 10 seconds left and run Southwesterly 117.37 feet to a point on the Westerly line of said lot 2; thence turn 104 degrees 59 minutes 56 seconds and run Northerly 28.03 feet; thence turn 12 degrees 30 minutes 00 seconds left and run Northwesterly 65.00 feet; thence turn 90 degrees 00 minutes 00 seconds right and run Northeasterly 122.71 feet to the point of beginning.