

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
(ALABAMA)


20030121000037900 Pg 1/3 50.90
Shelby Cnty Judge of Probate, AL
01/21/2003 11:28:00 FILED/CERTIFIED

THIS AMENDMENT amends that certain Mortgage and Security Agreement (hereinafter "Mortgage") executed on November 8, 2001, between **Hollis/LAH, LLC** (hereinafter called the "Borrower" or the "Mortgagor") and **AMSOUTH BANK** (hereinafter referred to as the "Lender" or "Mortgagee").

WHEREAS, the Mortgage is recorded as Instrument 2001/48741 in the Office of the Judge of Probate of Shelby County, Alabama, pertaining to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secures among other things the Obligations due from Mortgagor to Mortgagee evidenced by a Promissory Note in the amount of \$1,300,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,950.00 was paid.

WHEREAS, Borrower has requested Lender to lend Borrower an additional \$22,600.00, and Lender is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

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

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,300,000.00 Promissory Note, and all renewals and extensions thereof, but also an additional advance or loan of \$22,600.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Obligations" as used in the Mortgage shall be defined to mean not only the Obligations as that term is defined in the Mortgage and all extensions and renewals thereof, but also the \$22,600.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

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

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

Hollis/LAH, LLC

By: [Signature]
Its: member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Maurice Humphries, JR. whose name as Member of Hollis/LAH, 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/she, as such member and with full authority, executed the same voluntarily, as an act of said Limited Liability Company.

Given under my hand and official seal, this the 20th day of December, 2002.

[Signature]
Notary Public
My Commission Expires: 10-23-02

AFFIX SEAL

This instrument was prepared by:
Pamela R. Dunnavant
AmSouth Bank
Birmingham Commercial Banking
P.O. Box 11007
Birmingham, Alabama 35288

EXHIBIT "A"

Lot 2B, according to the Survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama. Being situated in Shelby County, Alabama.

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