

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

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
("Amendment") is made and entered into effective as of the 25th day of June, 2003, 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, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, on February 13, 2002, in Inst. #2002-07593 (the "Original Mortgage"), and which Original Mortgage secured, among other indebtedness, a construction loan in the maximum principal amount of \$486,000.00 (the "First Construction Loan"); and

WHEREAS, the Original Mortgage was amended by that certain First Amendment to Mortgage and Security dated as of August 6, 2002, entered into between Mortgagor and Mortgagee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, on August 7, 2002, as Document No. 20020807000371090 (the "First Amendment"; the Original Mortgage as amended by the First Amendment being hereinafter referred to as the "Mortgage") (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, the First Amendment acknowledged the repayment in full of the First Construction Loan and provided for, among other things, the inclusion of all indebtedness arising in connection with an additional construction loan made by the Mortgagee to the Mortgagor in the maximum principal amount

of \$590,000.00 (the "Second Construction Loan") as a part of the indebtedness secured by the Mortgage;
and

WHEREAS, Mortgagor has repaid the Second Construction Loan made by the Mortgagee and, in connection therewith, the Mortgagee has released a portion of the Mortgaged Property from the lien of the Mortgage; and

WHEREAS, Mortgagor has requested that Mortgagee make an additional construction loan to the Mortgagor of up to the principal amount of \$491,000.00, 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 \$491,000.00 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 \$491,000.00 as a part of the indebtedness secured by the Mortgage and to provide for the release of a portion of the Mortgaged Property from the lien of the Mortgage.

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, shall be deemed to mean the indebtedness owing by the Mortgagor to the Mortgagee in the principal sum of up to Four Hundred Ninety-One Thousand and No/100 Dollars (\$491,000.00) (instead of \$590,000.00; originally \$486,000.00);

(b) The Construction Loan is evidenced by a Promissory Note (Construction Note) dated as of June 25, 2003, in the principal amount of \$491,000.00, payable by the Mortgagor to the Mortgagee, and the term "Construction Note", as defined and used in the Mortgage, shall be deemed to mean that certain Promissory Note (Construction Loan) dated as of June 25, 2003, in the principal amount

of \$491,000.00 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; and

(c) In furtherance of the foregoing provisions of this Paragraph 1, the initial WHEREAS paragraph of the Mortgage is hereby deleted in its entirety and the following new paragraph substituted in lieu thereof:

WHEREAS, pursuant to a Loan Agreement between Mortgagor and Mortgagee dated as of February 11, 2002 (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, referred to as the "Loan Agreement"), Mortgagor is justly indebted to Mortgagee (a) in the principal amount of One Million Six Hundred Twenty-Five thousand and No/100 Dollars (\$1,625,000.00) (the "Term Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by a Promissory Note (Term Loan) in said principal sum dated as of February 11, 2002, payable to the Mortgagee with interest thereon (hereinafter, 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, referred to as the "Term Note"), and payable as provided in the Term Note; and (b) in the principal amount of Four Hundred Ninety-One Thousand and No/100 Dollars (\$491,000.00) (the "Construction Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by a Promissory Note (Construction Loan) in said principal sum dated as of June 25, 2003, payable to the Mortgagee with interest thereon (hereinafter, 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, referred to as the "Construction Note"), and payable as provided for in the Construction Note [the Term Loan and the Construction Loan being hereinafter sometimes referred to each singularly as a "Loan" and collectively as "Loans"; and the Term Note and the Construction Note being hereinafter sometimes referred to each singularly as a "Note" and collectively as "Notes"; and all of the Notes, the Loan Agreement, this Mortgage, the Assignment of Rents and Leases from Mortgagor to Mortgagee dated as of February 11, 2002 (hereinafter, together with any and all extensions, revisions, modifications or amendments at any time made thereto, referred to as the "Assignment of Rents and Leases"), and any and all other documents and instruments relating any one or more of the Loans, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"]; and

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: [Signature]
Its: Member

MORTGAGEE:

SOUTHTRUST BANK

By: [Signature]
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 25th day of June, 2003.

(SEAL)

[Signature]
Notary Public


My Commission Expires: 2/13/07

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alan Nickelsen, whose name as Assistant V.P. 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 25th day of June, 2003.

(SEAL)



Notary Public
My Commission Expires: 2/13/07

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.

NOTE: The above description includes Lots 6, according to the Final Plat of Wild Timber – Phase 1, as recorded in Map Book 31, Page 59, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following property:

Lots 1-5, 7-17, and 137-141, according to the Final Plat of Wild Timber – Phase 1, as recorded in Map Book 31, Page 59, in the Probate Office of Shelby County, Alabama.

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 2003 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.
7. Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens of Wild Timber as set out in Inst. #20030430000265980 in Probate Office.