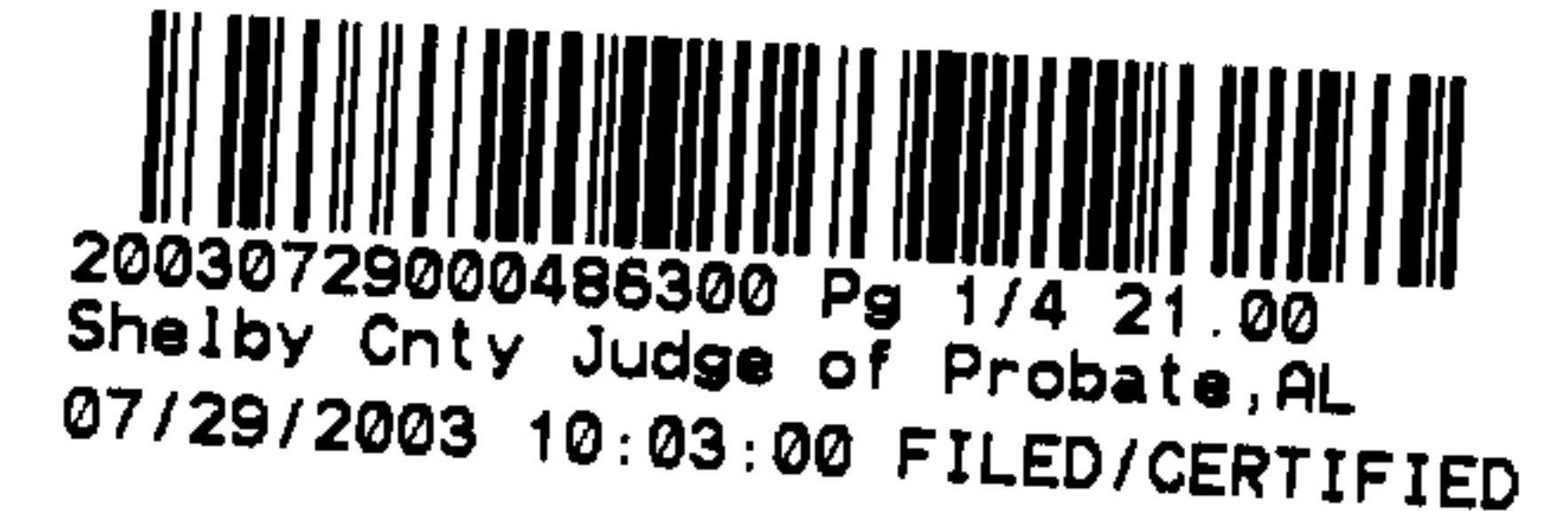


**RATIFICATION AND AMENDMENT
OF MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(and Supporting Documents)**



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THIS AGREEMENT ratifies, confirms and amends the terms of that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on June 17, 1998 by **James M. Blackburn** and wife **J. Layne Blackburn**, **John DiSalvo** and wife **Anita DiSalvo**, **Robert F. Waites** (also known as **Robert F. Waites, Sr.**) and wife **Janet M. Waites** (hereinafter "Mortgagor") in favor of **ALIAN BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 9807/9642 and 9813/5294 in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument 1998-22901 and 1998-41463 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument S9804228 and S9807290 in the Office of the Judge of Probate of St. Clair County, Alabama and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secures \$250,000.00 of the obligations of **LANDMARK ELECTRIC, INC.** (hereinafter "Borrower") to Bank.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$375.00 was paid.

WHEREAS, in connection with the Mortgage, the Mortgagor executed and delivered to Bank a Financing Statement (UCC-1), a Survey Affidavit and Agreement, an Affidavit and Agreement, and a Hazardous Substances Indemnification and Warranty Agreement (hereinafter, along with all others documents executed in connection with the Mortgage, the "Supporting Documents").

WHEREAS, Borrower has requested Bank to refinance its obligations with Bank and Bank is agreeable to such refinancing, provided Mortgagor, among other things enters into this Ratification, and confirms and ratifies the terms and contents of the Mortgage and the Supporting Documents.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to consummate Borrower's refinancing, the Mortgagors do

hereby agree as follows:

- 1). All of the terms and agreements contained in the Mortgage are true and correct, and such Mortgage is and shall continue to be a valid mortgage on the Property described on Exhibit "A" attached hereto, subject only to those liens and encumbrances set forth on such Exhibit "A".
- 2) The Mortgage is hereby ratified and confirmed as if fully restated herein.
- 3) The Mortgage shall specifically secure not only the \$250,000.00 of Borrower's and Mortgagors' obligations and liabilities to Bank as evidenced by the terms of the Mortgage, but also an additional \$250,000.00 of Borrower's and Mortgagors' obligations and liabilities to Bank, for a total of \$500,000.00 of Borrower's and Mortgagors' obligations and liabilities to Bank, along with all the interest thereon.
- 4) The term "Debt" as used in the Mortgage shall be defined to mean not only \$250,000.00 of the Borrower's and Mortgagors' liabilities and obligations to Bank, but also an additional \$250,000.00 of such obligations (for a total of \$500,000.00 of Borrower's and Mortgagors' liabilities and obligations to Bank).
- 5) The terms and agreements contained in the Supporting Documents are true and correct, and such Supporting Documents are hereby ratified and confirmed as if fully restated herein.

Mortgagor hereby agrees and directs Bank to take any action necessary to confirm this ratification and amendment of the Mortgage and Supporting Documents, and by these presents accepts and confirms their liability under said Mortgage and Supporting Documents as originally executed and as amended hereby.

All of the terms and provisions of the Mortgage and the Supporting Documents, not specifically amended herein, are hereby reaffirmed, ratified and restated. This ratification and amendment is not a novation of the Mortgage nor of the Supporting Documents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 16 day of July, 2003.

James M. Blackburn L.S.
James M. Blackburn
J. Layne Blackburn L.S.
J. Layne Blackburn
John DiSalvo L.S.
John DiSalvo
Anita DiSalvo L.S.
Anita DiSalvo
Robert F. Waites, Sr. L.S.
Robert F. Waites(also known as Robert F. Waites, Sr.)
Janet M. Waites L.S.
Janet M. Waites

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Blackburn, J. Layne Blackburn, John DiSalvo, Anita DiSalvo, Robert F. Waites (also known as Robert F. Waites, Sr.), and Janet M. Waites, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of July, 2003.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6-17-07

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

Sherrie L. Phillips
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

2003 41950
Recorded in the Above
MORTGAGE Book & Page
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EXHIBIT "A"

PARCEL I: (owned by James M. Blackburn and J. Layne Blackburn)

Lot 56, according to the Survey of Charnwood Estates, Fourth Sector, as recorded in Map Book 174, page 31, in the Probate Office of Jefferson County, Alabama.

PARCEL II: (owned by John DiSalvo and Anita DiSalvo)

Lot 2037, according to the Survey of Lake Point Estates, 1st Addition, as recorded in Map Book 17, page 14, in the Probate Office of Shelby County, Alabama.

PARCEL III: (owned by Robert F. Waites and Janet M. Waites)

A part of the Northeast Quarter of Section 30, Township 16 South, Range 2 East, described as follows:

Begin at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 30, Township 16 South, Range 2 East; thence South along West line of same a distance of 208 feet; thence 90 degrees 00 minutes to the left in an Easterly direction a distance of 150 feet; thence 90 degrees to the left in a Northerly direction a distance of 208 feet; thence 90 degrees to left in a Westerly direction a distance of 150 feet to the point of beginning.

Situated in St. Clair County, Alabama, Pell City Division.

State of Alabama - Jefferson County
I certify this instrument filed on:

2003 JUL 16 P.M. 16:35

Recorded and \$ **375.00** Mtg. Tax

and \$ Deed Tax and Fee Amt.

\$ **16.00** Total \$ **391.00**

MICHAEL F. BOLIN, Judge of Probate



200310/9240

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Recorded in the Above

MORTGAGE Book & Page

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