

**THIRD 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 12, 2001 by **SHADY HOLLOW DEVELOPMENT, INC.** (hereinafter "Borrower") in favor of **COLONIAL BANK, N.A. (formerly known as COLONIAL BANK)** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 2001-29433 in the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, the Mortgage secured a Note in the original principal amount of \$306,200.00 and all renewals and extensions thereof, and in connection therewith mortgage tax in the amount of \$459.30 was paid.

**WHEREAS**, on December 13, 2001 the Mortgage was amended by an Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement (the "Amendment") which is recorded as Instrument No. 2001-55227 in the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, the Amendment increased the amount secured by the Mortgage by \$188,800.00 and in connection therewith mortgage tax in the amount of \$283.20 was paid.

**WHEREAS**, on March 31, 2003 the Mortgage was amended by a Second Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement (the "Second Amendment") which is recorded as Instrument No. 20030402000195320 in the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, the Amendment increased the amount secured by the Mortgage by \$573,750.00 and in connection therewith mortgage tax in the amount of \$860.70 was paid.

**WHEREAS**, the Mortgage, the Amendment and the Second Amendment pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$294,000.00, and Bank 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 and Amendment.

**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 \$306,200.00 Note executed in connection therewith, the \$188,800.00 advance made in connection with the Amendment, the \$573,750.00 advance made in connection with the Second Amendment, and all renewals and extensions thereof, but also an additional advance or loan of \$294,000.00 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 \$306,200.00 Note executed on July 12, 2001, the

\$188,800.00 advance or loan made on December 13, 2001, the \$573,750.00 advance or loan made on March 31, 2003, and all interest thereon, and all extensions and renewals thereof, but also the \$294,000.00 advance or loan 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 and the Amendment, or pertaining to the Mortgage, the Amendment and the Second Amendment (the "Agreements") to the terms as herein cited.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 30 day of September, 2003.

SHADY HOLLOW DEVELOPMENT, INC.

BY: 

Wayne J. Scotch, Sr.

(Its President)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wayne J. Scotch, Sr., whose name as President of SHADY HOLLOW DEVELOPMENT, INC., a 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, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 30 day of September, 2003.

  
NOTARY PUBLIC

My Commission Expires: 6/7/07

**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**  
**THIRD AMENDMENT**  
**to**  
**MORTGAGE**  
**ASSIGNMENT OF RENTS AND LEASES**  
**AND SECURITY AGREEMENT**

**PARCEL I:**

Commence at the SE corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 7, Township 20 South, Range 1 West, said point also being the point of beginning; thence North 2 degrees 35 minutes 14 seconds East and along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1,202.93 feet to a point on the south right of way line of Shelby County Road 36 (80 foot right of way), said point also being a point on a curve to the right having a central angle of 0 degrees 15 minutes 56 seconds, a radius of 479.64 feet and subtended by a chord which bears North 71 degrees 01 minutes 55 seconds West a chord distance of 2.22 feet; thence along said curve and said right of way line a distance of 2.22 feet to its point of intersection with the Easterly right of way line of Shelby County Road 336 (Prescriptive right of way) said point also being the beginning of a curve to the left having a central angle of 5 degree 59 minutes 54 seconds, a radius of 960.94 feet and subtended by a chord which bears South 6 degrees 17 minutes 36 seconds West a chord distance of 100.56 feet; thence along said curve and along said right of way line a distance of 100.60 feet to the end of said curve; thence South 1 degree 41 minutes 12 seconds West along said right of way line a distance of 209.48 feet to the beginning of a compound curve to the right having a central angle of 65 degrees 19 minutes 18 seconds, a radius of 368.21 feet and subtended by a chord which bears South 32 degrees 42 minutes 00 seconds West a chord distance of 397.42 feet; thence along said curve and along said right of way line a distance of 419.79 feet to the end of said curve ; said point also being the beginning of a curve to the right having a central angle of 9 degrees 56 minutes 45 seconds, a radius of 1853.78 feet and subtended by a chord which bears South 71 degrees 41 minutes 48 seconds West a chord distance of 321.39 feet; thence along said curve and along said right of way line a distance of 321.79 feet to the end of said curve; thence South 76 degrees 00 minutes 11 seconds West along said right of way line a distance of 386.54 feet; thence South 2 degrees 10 minutes 55 seconds West and leaving said right of way line a distance of 350.87 feet to a point on the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence South 89 degrees 06 minutes 26 seconds East along said  $\frac{1}{4}$  -  $\frac{1}{4}$  line a distance of 873.35 feet to the point of beginning.

**PARCEL II**

Commence at the NW corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 7, Township 20 South, Range 1 West; said point also being the point of beginning; thence South 89 degrees 06 minutes 26 seconds East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for a distance of 1,322.24 feet; thence South 2 degrees 39 minutes 55 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for a distance of 1,326.71 feet; thence North 88 degrees 11 minutes 22 seconds West along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 1,314.70 feet; thence North 2 degrees 21 minutes 20 seconds East along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 1,305.43 feet to the point of beginning.

**SUBJECT TO:** i) taxes dues and payable October 1, 2003; ii) restrictions or covenants recorded in Instrument 1999/21361 and 1999/24241; iii) right of way granted to Alabama Power Company by instrument recorded in Volume 229, page 500 and Volume 234, page 887; iv) right of way to Shelby County recorded in Volume 252, page 244 and Volume 229, page 492; v) mineral and mining rights and rights incident thereto as recorded in Volume 327, page 553, Instrument 1994/36502 and 1999/24242; vi) less and except any part of subject property lying within a road right of way; and vii) less and except any lots heretofore released by Colonial Bank N.A.