

**SECOND MODIFICATION
OF
CONSTRUCTION MORTGAGE
AND SECURITY AGREEMENT**

THIS SECOND MODIFICATION amends and modifies that certain Construction Mortgage and Security Agreement (hereinafter "Mortgage") executed on July 14, 2000 by **CAHABA VALLEY FIRE AND EMERGENCY MEDICAL RESCUE DISTRICT**, a public corporation (hereinafter "Borrower") in favor of **ALIAN BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2000-16813 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$610,000.00 and all renewals and extensions thereof.

WHEREAS, the Mortgage was amended and modified by a Modification of Construction Mortgage and Security Agreement (the "First Modification") recorded as Instrument 2002-02730 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, this amendment among other things increased the amount of the Note secured by the Mortgage from \$610,000.00 to \$680,000.00.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$40,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Second Modification, 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 Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$610,000.00 Note executed in connection therewith, the \$70,000.00 increase evidenced by the First Modification and the instruments executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$40,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Loan" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$610,000.00 Note executed in connection with the Mortgage, the \$70,000.00 increase executed in connection with the First Modification, and all interest thereon, and all extensions and renewals thereof, but also the \$40,000.00 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 First Modification, or pertaining to the Mortgage or the First Modification (the "Agreements") to the terms as herein cited.

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

All of the terms and provisions of the Mortgage and First Modification not specifically amended herein, are hereby reaffirmed, ratified and restated. This Second Modification amends and modifies the Mortgage and the First Modification and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 20th day of August, 2003.

**CAHABA VALLEY FIRE AND EMERGENCY
MEDICAL RESCUE DISTRICT**, a public
corporation

BY: Joseph B. Sarver
(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 Joseph B. Sarver, whose name as President of CAHABA VALLEY FIRE AND EMERGENCY MEDICAL RESCUE DISTRICT, a public 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 president, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 20th day of August, 2003.

Shelly A. Hudson
NOTARY PUBLIC
My Commission Expires: 3-31-07

**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"

BORROWER: CAHABA VALLEY FIRE AND EMERGENCY MEDICAL RESCUE
DISTRICT, a public corporation

LENDER: ALIANT BANK

**Lot 5, according to the Survey of The
Narrows Commercial Subdivision, Sector 1,
as recorded in Map Book 27 page 8 in the
Probate Office of Shelby County, Alabama;
being situated in Shelby County, Alabama**