

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

(ALABAMA)

THIS AMENDMENT amends that certain Mortgage and Security Agreement (hereinafter "Mortgage") executed on November 8, 2001 by **Hollis/LAH, LLC** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 2001/48741 and First Amendment to Mortgage and Security Agreement is recorded as Instrument 20030121000037900 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A".

WHEREAS, the Mortgage secures among other things the Obligations due from Borrower to Bank evidenced by a Promissory Note in the original principal 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 Bank to lend Borrower an additional \$23,714.00, 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.

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 \$1,300,000.00 Promissory Note, executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$23,714.00 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 \$23,714.00 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 a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 4th day of November, 2003.

Hollis/LAH, LLC

By: Lawrence-Arendall-Humphries Real Estate, Inc.
Its: Manager

By: [Signature]
Printed Name: S. Maurice Humphries Jr.
Title: Secretary / Treasurer, LAH

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said State, hereby certify that S. Maurice Humphries Jr. whose name as Sec / TREAS of Lawrence-Arendall-Humphries Real Estate, Inc., which is the Manager of Hollis/LAH, LLC, 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 corporation, as manager of said limited liability company.

Given under my hand and official seal, this the 6th day of November, 2003.

[Signature]
Notary Public
My Commission Expires: 10-23-07

This instrument was prepared by:
Wendy Cato
AmSouth Bank
Birmingham Commercial Banking (BAC-UL)
P.O. Box 11007
Birmingham, AL 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.