

This instrument prepared by and  
upon recording return to:  
William C. Byrd, II, Esq.  
Burr & Forman LLP  
P.O. Box 830719  
Birmingham, Alabama 35283-0719  
Telephone: (205) 251-3000

Cross Reference:  
Instrument No.: 1997 - 26309  
Instrument No.: 1997 - 26310

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES** (this "Agreement") is made effective as of the  
23<sup>rd</sup> day of June 2004, by **CAROLISA, L.L.C.**, an Alabama limited liability company  
("Borrower"), and **REGIONS BANK**, an Alabama banking corporation ("Lender").

**RECITALS:**

A. Lender has previously made a loan to Borrower in the maximum principal sum of \$778,115.34 (the "Loan"), which Loan is evidenced by that certain Amended and Restated Promissory Note dated November 15, 2001, executed by Borrower and payable to the order of Lender in the amount of the Loan (as amended, collectively, the "Note"). The Note is secured by, among other things, that certain Mortgage and Security Agreement dated August 15, 1997, and recorded at Instrument Number 1997 - 26309 in the real estate records of Jefferson County, Alabama (as amended, collectively, the "Mortgage"), executed by Borrower and encumbering the real property more particularly described in Exhibit A hereto (the "Property"), that certain assignment of Leases and Rents dated August 15, 1997, executed by Borrower to Lender and recorded at Instrument No. 1997 - 26310 in the real estate records of Jefferson County, Alabama (as amended, collectively, the "Assignment"). The Mortgage and the Assignment executed to evidence and/or secure the Loan are hereinafter referred to as the "Security Documents".

B. Borrower has requested, and Lender has agreed, to increase outstanding principal balance of the Loan from \$672,701.82 to \$722,701.82 and thus the Security Documents need to be amended.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged by Borrower, the Borrower agrees with Lender, and Lender agrees with Borrower, as follows:

1. **Amendments to Loan Documents.** The Security Documents are hereby amended as follows:

The amount of the loan set forth in the Security Documents is hereby amended by deleting the phrase "Eight Hundred Fifty-Five Thousand and No/100 Dollars (\$855,000)" and by inserting in lieu thereof the phrase "Seven Hundred Twenty-Two Thousand Seven Hundred One and 82/100 Dollars (\$722,701.82)". The Lender is advancing fifty thousand (\$50,000) in new money.

2. **Continuing Effect.** The Borrower and Lender acknowledge and agree that, as amended by this Agreement, the Security Documents remain in full force and effect.

3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

4. **Controlling Law.** This Agreement shall be governed by the laws of the State of Alabama.

5. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

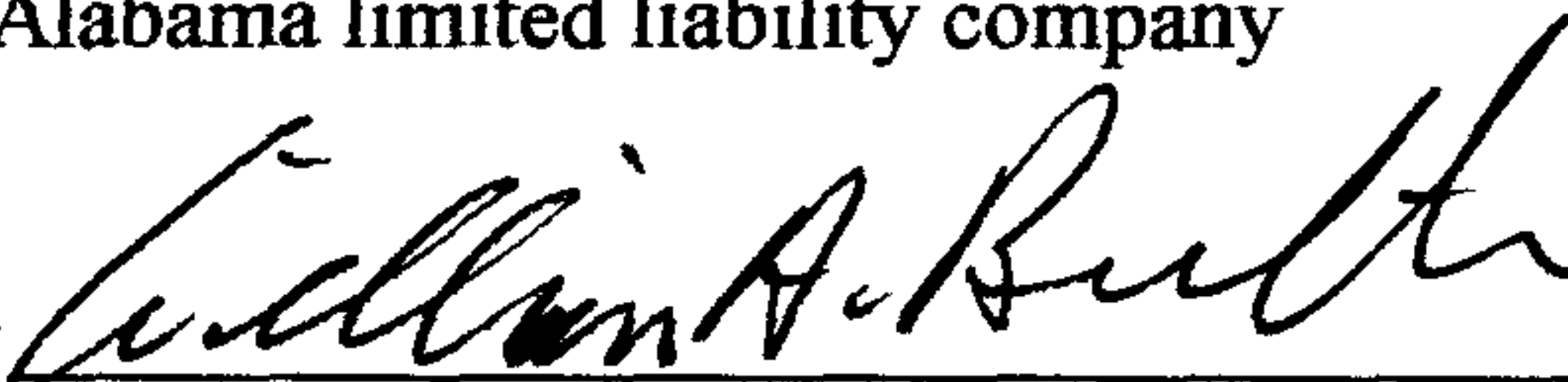
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IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be properly executed effective as of the date first written above.

**BORROWER:**

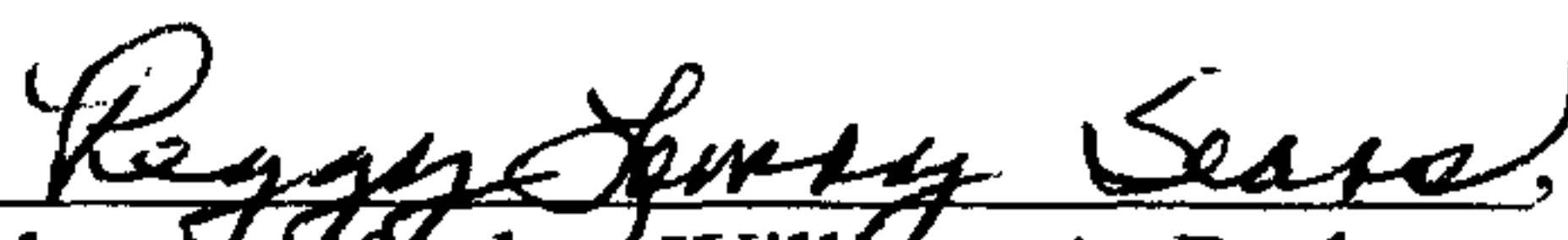
**CAROLISA, L.L.C.,**  
an Alabama limited liability company

By:   
William A. Butler  
Its Managing Member

By:   
Stephen L. Butler  
Its Managing Member

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, , a Notary Public in and for said County in said State, hereby certify that William A. Butler, whose name as Managing Member, and Stephen L. Butler, whose name as Managing Member of Carolisa, L.L.C., an Alabama limited liability company, are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such Managing Members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 31 day of June 2004.

  
NOTARY PUBLIC

[SEAL]

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**LENDER:**

**REGIONS BANK,**  
an Alabama banking corporation

By: \_\_\_\_\_

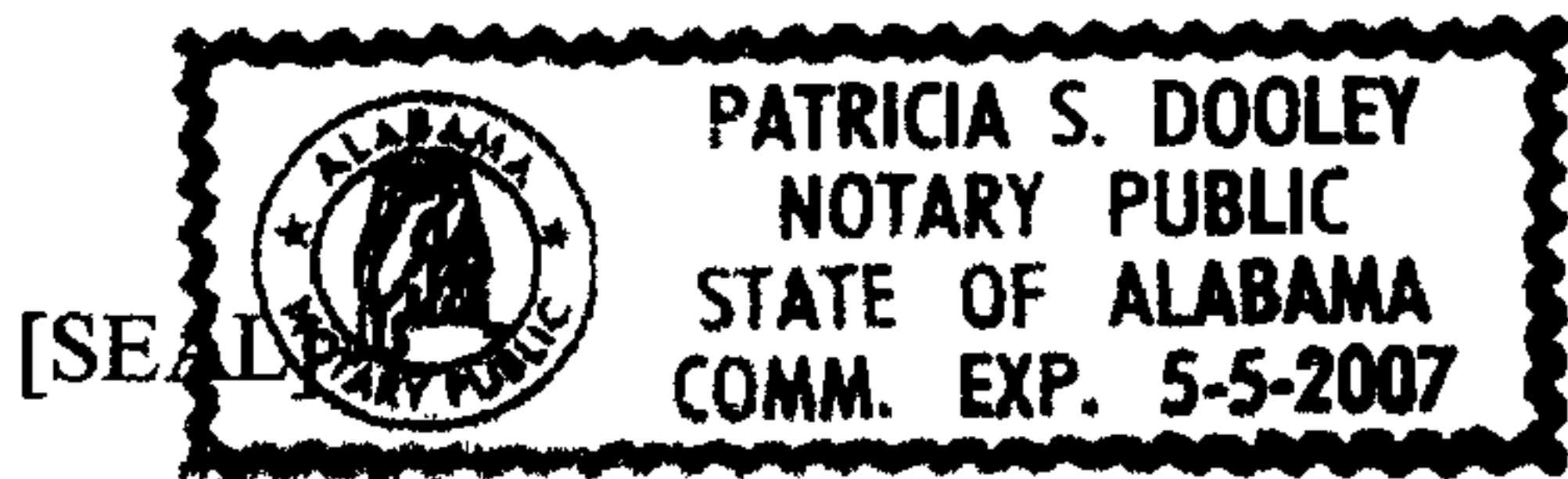
Charles R. Herndon  
Its Senior Vice President

**STATE OF ALABAMA** )

**COUNTY OF JEFFERSON** )

I, PATRICIA S. DOOLEY, a Notary Public in and for said County in said State, hereby certify that Charles R. Herndon, whose name as Senior Vice President of Regions Bank, an Alabama banking corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and seal, this 21 day of JUNE 2004..



Patricia S. Dooley  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

A parcel of real estate, situated in Shelby County, Alabama, more particularly described as follows:

Lots 1 and 3, according to the Survey of Owen's Industrial Park, as recorded in Map Book 8, Page 181, in the Probate Office of Shelby County, Alabama.