

This instrument prepared by:
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Birmingham, Alabama 35203

This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Inst. # 2002-07593

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED HEREBY IS \$1,300,000.00

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
(this "Third Amendment") is made and entered into as of the 29th day of July, 2004, by **WILD
TIMBER DEVELOPMENT, LLC**, an Alabama limited liability company ("Mortgagor"), and
SOUTHTRUST BANK, an Alabama banking corporation ("Mortgagee"). Capitalized terms
used herein, but not defined shall have the meanings set forth in the Loan Agreement (as
amended from time to time, the "Loan Agreement").

WHEREAS, Mortgagor and Mortgagee executed that certain Mortgage and Security
Agreement dated as of the 11th day of February, 2002, and recorded in the Office of the Judge of
Probate of Shelby County, Alabama, on February 13, 2002, as Inst. #2002-07593 (the "Original
Mortgage"), which Original Mortgage secured, among other indebtedness, (i) a construction loan
in the maximum principal amount of \$486,000.00 (the "First Construction Loan") and (ii) a term
loan in the amount of \$1,625,000.00 (the "Term Loan A"); and

WHEREAS, the Original Mortgage was amended by that certain First Amendment to
Mortgage and Security dated August 6, 2002, between Mortgagor and Mortgagee, and recorded
in the Office of the Judge of Probate of Shelby County, Alabama, on August 7, 2002, as
Document No. 20020807000371090 (the "First Amendment"), which First Amendment

acknowledged the repayment in full of the First Construction Loan and provided for, among other things, the inclusion of all indebtedness arising in connection with an additional construction loan made by the Mortgagee to the Mortgagor in the maximum principal amount of \$590,000.00 (the "Second Construction Loan") as a part of the indebtedness secured by the Mortgage; and

WHEREAS, the Original Mortgage was further amended by that certain Second Amendment to Mortgage and Security Agreement dated June 25, 2003, between Mortgagor and Mortgagee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, on June 26, 2003, as Inst. #20030626000401150 (the "Second Amendment"), which Second Amendment acknowledged the repayment in full of the Second Construction Loan and provided for, among other things, the inclusion of all indebtedness arising in connection with an additional construction loan made by the Mortgagee to the Mortgagor in the maximum principal amount of \$491,000.00 (the "Third Construction Loan") as a part of the indebtedness secured by the Mortgage (the Original Mortgage, as amended by the First Amendment and the Second Amendment, shall hereinafter be referred to as the "Mortgage, as amended"; all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage, as amended); and

WHEREAS, Mortgagor has requested and Mortgagee has agreed to make an additional term loan to the Mortgagor in the amount of \$1,300,000.00 (the "Term Loan B") for purposes of acquiring and developing 13.5 acres of land for residential use in Shelby County, Alabama; and

WHEREAS, as a condition to Mortgagee's advancement of the proceeds in connection with Term Loan B, Mortgagee has required Mortgagor to amend the Mortgage, as amended, in

order to, among other things, include all indebtedness arising in connection with Term Loan B as part of the indebtedness secured by the Mortgage, as amended.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage, as amended, is hereby amended as follows:

1. The Mortgage, as amended, is hereby amended by deleting the initial WHEREAS paragraph of the Mortgage, as amended, in its entirety and by substituting the following new WHEREAS paragraph in lieu thereof:

WHEREAS, pursuant to the Loan Agreement between Mortgagor and Mortgagee (as amended from time to time, the "Loan Agreement"), Mortgagor is justly indebted to Mortgagee (a) in the principal amount of One Million Six Hundred Twenty-Five thousand and No/100 Dollars (\$1,625,000.00) (the "Term Loan A"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by the Term Note A, and payable as provided in the Term Note A; (b) in the principal amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00) (the "Term Loan B"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by the Term Note B, and payable as provided in the Term Note B; and (c) in the principal amount of Four Hundred Ninety-One Thousand and No/100 Dollars (\$491,000.00) (the "Construction Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Loan Agreement, as evidenced by the Construction Note, and payable as provided for in the Construction Note (the Term Loan A, the Term Loan B and the Construction Loan being hereinafter sometimes referred to each singularly as a "Loan" and collectively as "Loans"; and the Term Note A, the Term Note B, and the Construction Note being hereinafter sometimes referred to each singularly as a "Note" and collectively as "Notes"; and all of the Notes, the Loan Agreement, this Mortgage, the Assignment of Rents and Leases, and any and all other documents and instruments relating any one or more of the Loans, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"); and

2. The Mortgage, as amended, is hereby amended to change the legal description of the Land to the legal description described on Exhibit A attached to this Third Amendment, and the term "Land", as defined and used in the Mortgage, shall be deemed to mean and refer to the

property described on Exhibit A attached hereto, and, in furtherance thereof, the Mortgage, as amended, is hereby amended by deleting Exhibit A thereto in its entirety and substituting therefor Exhibit A attached to this Third Amendment.

3. Except as hereinabove expressly amended, the terms of the Mortgage, as amended, are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized representative and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

WILD TIMBER DEVELOPMENT, LLC

By: Howard Matthew O'Neal
Its: Member

MORTGAGEE:

SOUTHTRUST BANK

By: Tod Ferguson
Its: VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ~~Delton Lane Clayton~~ ^{Howard Matthew O'Neal}, whose name as a Member of Wild Timber Development, LLC, an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 29th day of July, 2004.

(SEAL)

[Signature]
Notary Public
My Commission Expires: _____

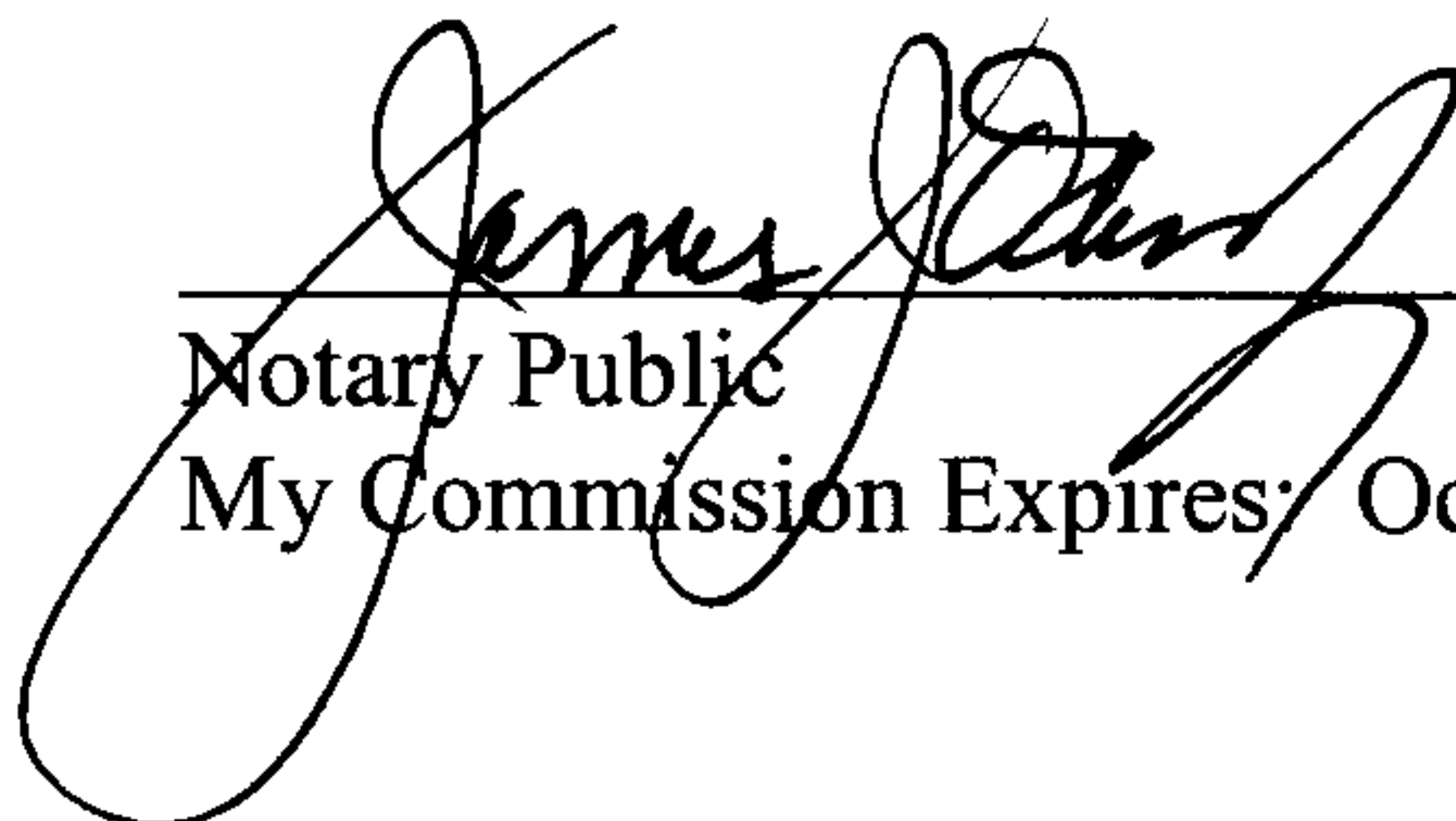
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tod Ferguson, whose name as Vice President of SouthTrust Bank, an Alabama banking 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 for and as the act of said banking corporation.

Given under my hand and official seal, this the 29th day of July, 2004.

(SEAL)



Notary Public
My Commission Expires: October 23, 2006

EXHIBIT A

LEGAL DESCRIPTION OF LAND AND TITLE EXCEPTIONS

Parcel I:

A parcel of land situated in the N 1/2 of the NE 1/4 of Section 10, the SE 1/4 of the SE 1/4 of Section 3, and the SW 1/4 of Section 2, all situated in Township 20 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Beginning the NW corner of the N 1/2 of the NE 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence South 88 deg. 41 min. 24 sec. East, along the North line of said 1/4-1/4 Section a distance of 1,301.31 feet; thence, leaving said North line North 00 deg. 17 min. 16 sec. West, a distance of 1,303.51 feet; thence South 88 deg. 33 min. 33 sec. East, a distance of 1,323.28 feet; thence North 00 deg. 02 min. 52 sec. West, a distance of 1,304.33 feet; thence North 89 deg. 57 min. 08 sec. East, a distance of 1,320.00 feet; thence South 00 deg. 30 min. 00 sec. East, a distance of 1,347.30 feet; thence South 87 deg. 38 min. 09 sec. East, a distance of 273.33 feet; thence South 02 deg. 03 min. 03 sec. West a distance of 432.21 feet to a point lying on the Northerly right of way line of Shelby County Highway # 11 (80' ROW); thence South 70 deg. 19 min. 38 sec. West, along said right of way line a distance of 1,689.95 feet to the beginning of a curve to the left having a radius of 5,769.51 feet, a central angle of 18 deg. 31 min. 17 sec., and subtended by a chord which bears South 60 deg. 48 min. 30 sec. West, a chord distance of 1,856.94 feet; thence Southwesterly along the arc of said curve, and along said right of way line, a distance of 1,865.05 feet; thence South 51 deg. 32 min. 51 sec. West, along said right of way line a distance of 1,190.55 feet; thence, leaving said right of way line North 88 deg. 28 min. 03 sec. West, a distance of 59.16 feet; thence North 00 deg. 03 min. 59 sec. West, a distance of 1,457.95 feet to the POINT OF BEGINNING.

NOTE: The above description includes Lots 6, according to the Final Plat of Wild Timber - Phase 1, as recorded in Map Book 31, Page 59, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following property:

Lots 1-5, 7-17, and 137-141, according to the Final Plat of Wild Timber - Phase 1, as recorded in Map Book 31, Page 59, in the Probate Office of Shelby County, Alabama.

Parcel II:

A parcel of land located in the West 1/2 of the SW 1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the West 1/2 of the SW 1/4 of above said Section, Township and Range, said point being the POINT OF BEGINNING; thence South 86 deg. 51 min. 48 sec. East, a distance of 948.03 feet; thence South 02 deg. 34 min. 56 sec. West, a distance of 243.13 feet to

a point, said point lying on the Westerly right of way line of Shelby County Highway # 11 (80' ROW), said point also being the beginning of a non-tangent curve to the left, having a radius of 1,701.03 feet; a central angle of 21 deg. 02 min. 09 sec., and subtended by a chord which bears South 40 deg. 35 min. 58 sec. West, and chord distance of 621.02 feet; thence along the arc of said curve and said right of way line a distance of 624.52 feet; thence South 28 deg. 28 min. 49 sec. West and along said right of way line, a distance of 767.20 feet; thence South 28 deg. 10 min. 28 sec. West and along said right of way line, a distance of 368.15 feet; thence North 00 deg. 15 min. 52 sec. East and leaving said right of way, a distance of 442.41 feet; thence North 00 deg. 15 min. 52 sec. East, a distance of 1,322.78 feet to the POINT OF BEGINNING.

AND ALSO:

A parcel of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 31, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Beginning at the Southeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence North 89 deg. 53 min. 47 sec. West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 659.87 feet to a point; thence run North 1 deg. 59 min. 52 sec. West a distance of 1096.05 feet to a point on the Southerly right of way line of Shelby County Highway No. 12 in a curve to the right having a central angle of 12 deg. 15 min. 04 sec. and a radius of 2864.87 feet; thence run Northeasterly along the said Southerly right of way line of said Highway an arc distance of 612.57 feet to the P.T. of said curve; thence continue along the said Southerly right of way line of said Highway on a bearing of North 87 deg. 47 min. 29 sec. East a distance of 51.76 feet to a point on the intersection of the said Southerly right of way line of said Highway No. 12 and the East line of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 31; thence run South 1 deg. 59 min. 52 sec. East along the said East line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 1187.91 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following parcel situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the southeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama and run thence North 89 deg. 53 min. 47 sec. West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 399.87 feet to the point of beginning of the property being described; thence continue along last described course a distance of 210.00 feet to a point; thence run North 1 deg. 56 min. 52 sec. West 210.00 feet to a point; thence run South 89 deg. 53 min. 47 sec. East 210.00 feet to a point; thence run South 1 deg. 56 min. 52 sec. East 210.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Also less and except the following described parcel:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence Westerly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 399.87 feet to a steel pin corner and the point of beginning of the property being described; thence turn 101 deg. 38 min. 39 sec. right and run Northeasterly 215.57 feet to a steel pin corner; thence turn 77 deg. 41 min. 26 sec. left and run Northwesterly along an existing wire fence 345.87 feet to a steel pin corner; thence turn 116 deg. 00 min. 08 sec. left and run Southerly 351.77 feet to a steel pin corner; thence turn 87 deg. 56 min. 55 sec. left and run Easterly 50.0 feet to a steel pin corner; thence turn 92 deg. 03 min. 05 sec. left and run Northerly 210.00 feet to a steel pin corner; thence turn 92 deg. 03 min. 05 sec. right and run Easterly 210.00 feet to a steel pin corner; thence turn 87 deg. 56 min. 55 sec. right and run Southerly 210.00 feet to the point of beginning; being situated in Shelby County, Alabama.

TITLE EXCEPTIONS

1. General and special taxes or assessments for 2003 and subsequent years not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. #1997-9552 and Inst. #2000-04451 in Probate Office.
3. Easement(s) to Plantation Pipeline as shown by instrument recorded in Deed Book 253 page 324 in Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 244 page 587 in Probate Office.
5. The following exception pertaining to Parcel I: Encroachment of fence(s) onto and/or off of the land as shown on the survey by Robert C. Farmer & Associates dated June 14, 2001.
6. The following exception pertaining to property in Section 10 of Parcel I and II: Transmission Line Permit to Alabama Power Company as set out in Deed Book 127 page 440 and Deed Book 131 page 411 in Probate Office.
7. Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens of Wild Timber as set out in Inst. #20030430000265980 in Probate Office.