

**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 September 4, 2003 by **THE SPROUL COMPANY OF ALABAMA, INC.** (hereinafter "Borrower") in favor of **ALANT BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 200313/8916 in the Office of the Judge of Probate of Jefferson County, Alabama, and as Instrument 200363/4198 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division) and as Instrument 20030916000621310 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 \$2,250,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$3,375.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$463,000.00, 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.

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 \$2,250,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$463,000.00 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 \$2,250,000.00 Note executed on September 4, 2003, and all interest thereon, and all extensions and renewals thereof, but also the \$463,000.00 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, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

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

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 21 day of September, 2004.

**THE SPROUL COMPANY OF ALABAMA,
INC.**

BY: [Signature]
Robert G. Sproul, Jr. (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 Robert G. Sproul, Jr., whose name as President of THE SPROUL COMPANY OF ALABAMA, INC., an Alabama 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 its capacity as aforesaid.

Given under my hand and official seal, this the 21 day of September, 2004

[Signature]
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.
P.O. Box 11405
4th Floor, 109 North 20th Street
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"
TO
AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
AFFIDAVIT AND NOTICE AGREEMENT

MORTGAGOR: THE SPROUL COMPANY OF ALABAMA, INC.
MORTGAGEE: ALIANT BANK

PARCEL I:

Lots 1, 2 and 3, according to the Map and Plat of Cahaba River Estates, as recorded in Map Book 3, page 11, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

All that part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, lying Southwest of Patton Creek, in Section 23, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, except a triangle in the Southwest corner described as follows: Begin at the Southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section, run thence north along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section for a distance of 12 feet; thence turn an angle to the right of 135 degrees 06 minutes and run Southeastwardly to intersection with the south line of said $\frac{1}{4}$ $\frac{1}{4}$ section; run thence westwardly along said south line to the point of beginning; being situated in Jefferson County, Alabama.

PARCEL III:

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 32, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 32; thence run in a Southerly direction along the West line of said quarter-quarter Section a distance of 318.46 feet to a point, said point being the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle of 107 degrees 22 minutes 56 seconds to the left and run in a Northeasterly direction a distance of 104.44 feet to a point; thence turn an interior angle of 212 degrees 30 minutes 00 seconds and run to the left in a Northeasterly direction a distance of 67.86 feet to a point; thence turn an interior angle of 90 degrees 17 minutes 45 seconds and run to the right in a

EXHIBIT "A" (Continued)

Southeasterly direction a distance of 5.00 feet; thence turn an interior angle of 164 degrees 18 minutes 03 seconds and run to the right in a Southeasterly direction a distance of 115.30 feet to a point; thence turn an interior angle of 198 degrees 37 minutes 56 seconds and run to the left in a Southeasterly direction a distance of 73.82 feet to a point; thence turn an interior angle of 236 degrees 09 minutes 50 seconds and run to the left in a Northeasterly direction a distance of 46.96 feet to a point; thence turn an interior angle of 157 degrees 16 minutes 57 seconds and run to the right in an Easterly direction a distance of 97.12 feet to a point; thence turn an interior angle of 49 degrees 17 minutes 38 seconds and run to the right in a Southwesterly direction a distance of 165.02 feet to a point; thence turn an interior angle of 191 degrees 44 minutes 02 seconds and run to the left in a Southwesterly direction a distance of 208.24 feet to a point, said point being on the Southerly line of the Blaylock Estate; thence turn an interior angle of 117 degrees 49 minutes 38 seconds and run to the right in a Westerly direction, along the south line of said Blaylock Estate, a distance of 186.86 feet to a point, said point being on the West line of said quarter-quarter Section; thence turn an interior angle of 94 degrees 35 minutes 15 seconds and run to the right in a Northerly direction along said West line, a distance of 329.05 feet to the POINT OF BEGINNING of the parcel herein described.

ALONG WITH ALL EASEMENTS BENEFITTING THE AFOREDESCRIBED REAL ESTATE

SUBJECT TO: i) taxes due and payable October 1, 2004; ii) easements and rights of way of record; iii) restrictions, covenants, and conditions recorded in Real Volume 1954, page 262 (Parcel I); iv) title to all minerals within and underlying the premise, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 127, at page 140, and in Deed Book 121, at Page 294 (Parcel I); v) declaration of protective covenants, agreements, easements, charges and liens for Riverchase (Business) recorded in Misc Book 13, page 50 as amended by Misc Book 15, page 189, and further amended by Misc Book 19, page 633 (Parcel I & II); vi) easement to Jefferson County recorded in Real 1032, page 260, and volume 1037, page 732 (Parcel II); vii) 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 Real 220, page 190 (Bessemer), Volume 3642, page 258 (Birmingham), Volume 275, page 186, and Volume 77, page 900 (Parcel II); viii) settlement agreement as set out in Instrument 9311/6077 (Parcel II); ix) non-exclusive easement for ingress and egress described in that certain easement agreement recorded in Real Volume 1345, page 814 (Parcel III); x) Easement and Right of Way recorded as Instrument 9506/4548 (Parcel III); xi) non-exclusive easement for ingress and egress and utilities set forth in Instrument 9506/4552 (Parcel III); xii) mineral and mining rights recorded in Volume 4668 page 95 (Parcel III); xiii) right of way in favor of Jefferson County for sanitary sewer as recorded in Real Volume 277, page 441, Real Volume 699, page 21, and Real Volume 699, page 23 (Parcel III); xiv) easement for ingress and egress reserved and granted in Volume 6825, page 345 (Parcel III); xv) riparian rights of others (Parcel III); xvi) transmission line permit to Alabama Power Company recorded in Volume 6306, page 61 (Parcel III); xvii) easement for permanent road and driveway recorded in Volume 1345, page 814 (Parcel III); and xviii) release of damages as set out in instrument recorded as Instrument No. 20020703000311910 and 200205/2376 (Parcel I & II).

State of Alabama - Jefferson County

I certify this instrument filed on:

2004 SEP 24 04:02:42:09PM

Recorded and \$ **694.50** Mtg. Tax

and \$ **12.00** Deed Tax and Fee Amt.

\$ **12.00** Total \$ **706.50**

MICHAEL F. BOLIN, Judge of Probate



200413/1147