

**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 13, 2003 by **STAN PARKER DEVELOPMENT, LLC** (hereinafter "Borrower") in favor of **ALiant Bank** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20030915000619070 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 \$750,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,125.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$159,000.00, 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 \$750,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$159,000.00 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 \$750,000.00 Note executed on September 12, 2003, and all interest thereon, and all extensions and renewals thereof, but also the \$159,000.00 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 an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 18 day of November, 2004.

STAN PARKER DEVELOPMENT, LLC

BY: Stan Parker
Stan Parker
(Its Managing and Administrative Member)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stan Parker, whose name as Managing and Administrative Member of STAN PARKER DEVELOPMENT, LLC a 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, as such Managing and Administrative Member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 18 day of November, 2004.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6/17/07

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 11405,
Birmingham, Alabama, 35202
(205) 328-4600

EXHIBIT "A"

20041119000639120 Pg 3/3 255.50
Shelby Cnty Judge of Probate, AL
11/19/2004 14:05:00 FILED/CERTIFIED

MORTGAGOR: STAN PARKER DEVELOPMENT, LLC
MORTGAGEE: ALIANT BANK

A parcel of land located in the N ½ of Section 9 and the SE ¼ of the SW ¼ of Section 4, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the SE ¼ of the NE ¼ of said Section 9; thence North 64 degrees 25 minutes 00 seconds West along the Southwesterly boundary line of Woodland Hills, 1st Phase, 5th Sector as recorded in Map Book 7 page 152 in the Office of the Judge of Probate, Shelby County, Alabama, a distance of 1270.01 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 1141.89 feet to a point on the Easterly boundary line of Lot 40, Woodland Hills, 1st Phase, 4th Sector as recorded in Map Book 6, page 24 in the Office of the Judge of Probate, Shelby County, Alabama; thence South 24 degrees 07 minutes 39 seconds West a distance of 264.41 feet to the most Southerly corner of Lot 63 of said Woodland Hills, 1st Phase, 4th Sector, a distance of 1498.40 feet; thence North 24 degrees 07 minutes 39 seconds East a distance of 38.83 feet; thence North 74 degrees 02 minutes 21 seconds West a distance of 53.54 feet to a point on the Easterly right of way line of Shelby County Highway No. 17; thence South 16 degrees 04 minutes 23 seconds West along said right of way line a distance of 31.54 feet; thence North 65 degrees 52 minutes 21 seconds West along right of way line a distance of 12.89 feet; thence South 16 degrees 27 minutes 34 seconds West along said right of way line a distance of 911.80 feet; thence leaving said right of way line, South 83 degrees 12 minutes 57 seconds East a distance of 657.24 feet; thence South 34 degrees 29 minutes 50 seconds West a distance of 101.96 feet; thence North 86 degrees 31 minutes 32 seconds East a distance of 2224.36 feet; thence North 21 degrees 57 minutes 26 seconds East a distance of 12.83 feet to the POINT OF BEGINNING.

All being situated in Shelby County, Alabama.

NOTE: The above description includes Lot 1, 2, 3, 6, 10, 12, 19, 24, 25 and 26, according to the Survey of Chinaberry Subdivision – Phase I – Final Plat, as recorded in Map Book 32 page 119 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following lots sold:

Lots 4, 5, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, and 23 according to the Survey of Chinaberry Subdivision – Phase I – Final Plat, as recorded in Map Book 32 page 119 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes due and payable October 1, 2004; ii) transmission line permit to Alabama Power Company as recorded in Deed 107, page 526; iii) right of way granted to Shelby County by deed 154, page 496; iv) restrictions, limitations and conditions as set out in Map Book 32, page 119; v) covenants and restrictions as set out in Instrument 20040406000178350; vi) easement granted to Chinaberry Homeowners Association as set out in Instrument 20040824000475210; vii) restrictive covenant and grant of land easement granted to Alabama Power Company as set out in Instrument 20040102000000310 and 20040312000127290; viii) easement granted to Alabama Power Company as set out in Instrument 20040312000127140; and ix) easement as to Lot 12 as reserved by Map Book 32, page 119.