20050503000210240 1/3 $2955.05
Shelby Cnty Judge of Probate,AL
05/03/2005 09:30:13AM FILED/CERT

STATE OF ALABAMA)
:
SHELBY COUNTY)

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into on this the 29th day of April, 2005, by and between **EDWARDS SPECIALTIES, INC., an Alabama corporation,** (herein referred to as "Mortgagor") and **AMSOUTH BANK**, (herein referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by a Promissory Note in the original principal amount of $856,350.00 dated April 15, 2004, ("Note") and secured by a Real Estate Mortgage and Security Agreement ("Mortgage") on real property situated in Shelby County, Alabama, and recorded as Document No. 20040416000199380, Probate Records of Shelby County, Alabama; and,

WHEREAS, Mortgagor has acquired and is the owner of that certain property more particularly described as follows, to-wit:

> Commence at the NE corner of the NW ¼ of the SW ¼ of Section 34, Township 20 South, Range 3 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N 89 degrees 58 minutes 19 seconds West, a distance of 1,327.44 feet to the NW corner of said ¼ - ¼ section; thence S 01 degrees 38 minutes 41 seconds East, a distance of 390.00 feet; thence S 71 degrees 29 minutes 15 seconds East a distance of 966.90 feet; thence N 89 degrees 57 minutes 00 seconds East, a distance of 128.73 feet; thence N 00 degrees 03 minutes 59 seconds West a distance of 217.97 feet; thence N 89 degrees 56 minutes 56 seconds East a distance of 415.51 feet; thence N 01 degrees 45 minutes 29 seconds West, a distance of 275.82 feet to the southerly right-of-way of Arrowhead Drive; thence N 03 degrees 52 minutes 25 seconds West, a distance of 48.61 feet to the northerly right-of-way of Arrowhead Drive; thence N 01 degrees 02 minutes 09 seconds West and leaving said right-of-way, a distance of 153.52 feet; thence N 89 degrees 58 minutes 19 seconds West, a distance of 130.09 feet to the POINT OF BEGINNING. Containing 18.0 acres, more or less.
>
> SUBJECT TO any rights-of-way and/or easements that may be found in the Office of the Judge of Probate of Shelby County, Alabama.

and,

WHEREAS, Mortgagor desires to add the hereinabove described property as additional security for the repayment of the indebtedness due by Mortgagor to Mortgagee as herein further modified.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Mortgagor and Mortgagee agree that the Mortgage is modified as follows:

1. Mortgagor does hereby assign, grant, bargain, sell, mortgage and convey unto Mortgagee the following described property located in Shelby County, Alabama, to be held as TRACT TWO under the terms and conditions of said Mortgage heretofore given by Mortgagee to Mortgagor of record as Document No. 20040416000199380, Probate Records of Shelby County, Alabama, to-wit:

> Commence at the NE corner of the NW ¼ of the SW ¼ of Section 34, Township 20 South, Range 3 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N 89 degrees 58 minutes 19 seconds West, a distance of 1,327.44 feet to the NW corner of said ¼ - ¼ section; thence S 01 degrees 38 minutes 41 seconds East, a distance of 390.00 feet; thence S 71 degrees 29 minutes 15 seconds East a distance of 966.90 feet; thence N 89 degrees 57 minutes 00 seconds East, a distance of 128.73 feet; thence N 00 degrees 03 minutes 59 seconds West a distance of 217.97 feet; thence N 89 degrees 56 minutes 56 seconds East a distance of 415.51 feet; thence N 01 degrees 45 minutes 29 seconds West, a distance of 275.82 feet to the southerly right-of-way of Arrowhead Drive; thence N 03 degrees 52 minutes 25 seconds West, a distance of 48.61 feet to the northerly right-of-way of Arrowhead Drive; thence N 01 degrees 02 minutes 09 seconds West and leaving said right-of-way, a distance of 153.52 feet; thence N 89 degrees 58 minutes 19 seconds West, a distance of 130.09 feet to the POINT OF BEGINNING. Containing 18.0 acres, more or less.

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SUBJECT TO any rights-of-way and/or easements that may be found in the Office of the Judge of Probate of Shelby County, Alabama.

and, by execution hereof Mortgagor does hereby reaffirm all of the terms, covenants, warranties and conditions of said Mortgage both as to the original parcel of land as well as the parcel added as TRACT TWO by this Modification.

2. Mortgagor does further enter into this Modification Agreement with Mortgagee whereby the terms of the Note and Mortgage with respect to the amount of the indebtedness and terms will be modified as follows:

a. The amount of the indebtedness due from Mortgagor to Mortgagee shall be increased to **$2,815,000.00** from **$856,350.00.**

b. The Mortgagor agrees to pay the principal balance of the amount owed by it to Mortgagee and to pay the interest on the unpaid balance of the amount owed by it to Mortgagor pursuant to the terms of a Renewal Note executed contemporaneously herewith.

c. The maturity of the outstanding indebtedness shall remain unchanged from that of the original term stated in said Mortgage.

3. This Mortgage Modification Agreement is for the purpose of advancing additional monies as set out in the Note or Notes and adding additional collateral as security for the repayment of amounts due by Mortgagor to Mortgagee.

4. This Mortgage Modification Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

5. By execution hereof, Mortgagor hereby reaffirms all of its obligations set forth in the Note and Mortgage dated April 15, 2004, and agrees to perform each and every covenant, agreement and obligation contained therein and to be bound by each and all of the terms and provisions as herein modified.

6. Mortgagor hereby agrees that all of the property described in the Mortgage shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and this Modification Agreement and nothing herein contained, or done shall affect the lien, charge or encumbrance effected by the Mortgage or this Modification Agreement, or the priority thereof over other liens, charges, encumbrances or conveyances.

7. Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or have caused these presents to be executed by its duly authorized officer on the day and year first above written

MORTGAGOR:

EDWARDS SPECIALTIES, INC.

By:_____
Alden R. Edwards, Its President

MORTGAGEE:

AMSOUTH BANK

By:_____
Randell L. Dickson, Its Vice President

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STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **ALDEN R. EDWARDS,** whose name as President of **EDWARDS SPECIALTIES, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29th day of April, 2005.

Notary Public
My Commission Expires: 7-14-2007

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that **RANDELL L. DICKSON,** whose name as Vice President of **AMSOUTH BANK,** a state 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation.

Given under my hand and seal this 29th day of January, 2005.

Notary Public
My Commission Expires: 7-14-2007

THIS INSTRUMENT PREPARED BY:
JAMES G. HARRISON
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
2430 L & N Drive
Huntsville, Alabama 35801