

STATE OF ALABAMA	)
	•
SHELBY COUNTY	)

## SECOND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into on this the 6<sup>th</sup> day of May, 2005, by and between **EDWARDS SPECIALTIES**, **INC.**, an Alabama corporation, (herein referred to as "Mortgagor") and **AMSOUTH BANK**, (herein referred to as "Mortgagee");

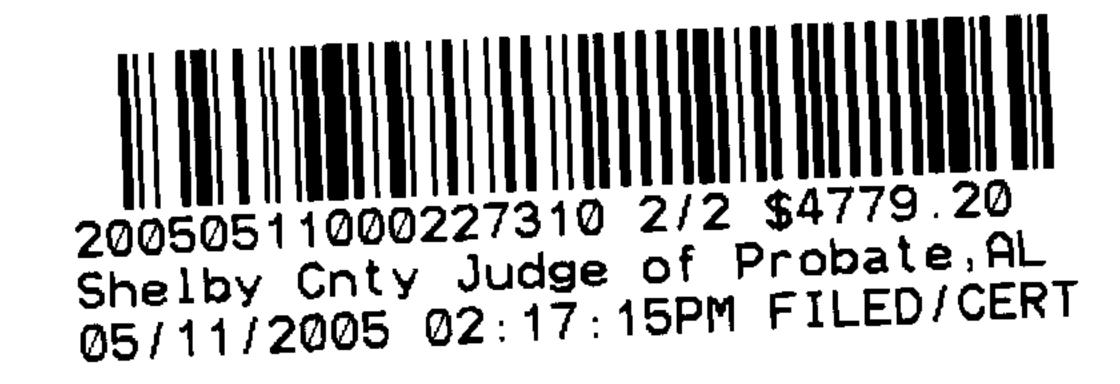
## WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by (a) a Promissory Note in the original principal amount of \$1,623,245.00 dated April 15, 2004, and (b) a Promissory Note in the original principal amount of \$200,000.00 dated January 13, 2005, (collectively, sometimes referred to as the "Note") and secured by a Real Estate Mortgage and Security Agreement ("Mortgage") on real property situated in Shelby County, Alabama, and recorded April 16, 2004, as Document No. 20040416000199490 and modified by that certain Mortgage Modification Agreement recorded January 18, 2005 as Document No. 20050118000024800, respectively, Probate Records of Shelby County, Alabama; and,

WHEREAS, Mortgagor and Mortgagee desire to further modify the terms of said Mortgage as set forth herein.

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

- 1. Mortgagor has entered into this Second Modification Agreement with Mortgagee whereby the terms of the Note and Mortgage with respect to the amount of the indebtedness and terms will be further modified as follows:
- a. The amount of the indebtedness due from Mortgagor to Mortgagee shall be increased to \$5,000,000.00 from \$1,823,245.00.
- 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 Promissory Note executed contemporaneously herewith.
- c. The maturity of the outstanding indebtedness shall remain unchanged from that of the original term stated in said Mortgage.
- 2. This Second Mortgage Modification Agreement is for the purpose of advancing additional monies as set out in the Promissory Note.
- 3. This Second 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.
- 4. By execution hereof, Mortgagor hereby reaffirms all of its obligations set forth in (a) the Note and Mortgage dated April 15, 2004 and (b) the Note and Mortgage Modification Agreement dated January 13, 2005; Mortgagor does agree 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.
- 5. 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 Second Modification Agreement and nothing herein contained, or done shall affect the lien, charge or encumbrance effected by the Mortgage, the Mortgage Modification Agreement dated January 13, 2005 or this Second Mortgage Modification Agreement, or the priority thereof over other liens, charges, encumbrances or conveyances.
- 6. 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:
	By:  Alden R. Edwards, Its President
	MORTGAGEE:
	By:
STATE OF ALABAMA )	
: MADISON COUNTY )	
ALDEN R. EDWARDS, whose Alabama corporation, is signed acknowledged before me on this such officer and with full author corporation.	y Public in and for said county in said state, hereby certify that se name as President of EDWARDS SPECIALTIES, INC., and sed to the foregoing instrument, and who is known to me, s day that, being informed of the contents of the instrument, he, as rity, executed the same voluntarily for and as the act of said
Given under my hand and	Notary Public  My Commission Expires: 7-14-264
STATE OF ALABAMA )	
MADISON COUNTY )	
RANDELL L. DICKSON, who banking corporation, is signed acknowledged before me on the	ry Public, in and for said county in said state, hereby certify that nose name as Vice President of AMSOUTH BANK, a state to the foregoing conveyance, and who is known to me, is day that, being informed of the contents of the conveyance, he, thority, executed the same voluntarily for and as the act of said

Given under my hand and seal this \_\_\_\_ day of May, 2005.

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