20050511000227310 1/2 $4779.20
Shelby Cnty Judge of Probate,AL
05/11/2005 02:17:15PM FILED/CERT

STATE OF ALABAMA)
:
SHELBY COUNTY)

SECOND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into on this the 6th 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.

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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

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 6th day of May, 2005.

_____
Notary Public
My Commission Expires: 7-14-2009

JAMES G. HARRISON NOTARY PUBLIC ALABAMA STATE AT LARGE

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 conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 6th day of May, 2005.

_____
Notary Public
My Commission Expires: 7-14-2009

JAMES G. HARRISON NOTARY PUBLIC ALABAMA STATE AT LARGE

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