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**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

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THIS AGREEMENT, made and entered into the 2<sup>nd</sup> day of June, 2005, is by and between **COMPASS BANK**, a State Bank (hereinafter referred to as "Lender") and **EDWIN B. LUMPKIN, JR.**, a married man (hereinafter referred to as "Borrower").

**RECITALS:**

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Four Hundred Forty Thousand and No/100 Dollars (\$440,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$440,000.00 dated May 5, 2005, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated May 5, 2005, recorded at Instrument No. 20050509000219790 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

The parties are desirous of amending said Mortgage to substitute the legal description as contained therein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Exhibit "A" to the original Mortgage is hereby deleted and substituted with the Exhibit "A" attached hereto. Any and all reference to Land, Property, Mortgaged Property and/or Exhibit "A" in the Mortgage shall mean the real property as described on the attached Exhibit "A" hereto.
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

**LENDER:**

**COMPASS BANK**, a State Bank

By: W. Neill Fox [SEAL]  
W. Neill Fox  
Its Executive Vice President

**BORROWER:**

Edwin B. Lumpkin, Jr. [SEAL]  
EDWIN B. LUMPKIN, JR.

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, the undersigned notary public, in and for said County and State, hereby certify that W. Neill Fox, whose name as Executive Vice President of **COMPASS BANK**, a State Bank, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.


Given under my hand and seal this 2nd day of June, 2005.

Anna A. Aune  
NOTARY PUBLIC  
My Commission Expires: 5.12.2006

[NOTARIAL SEAL]

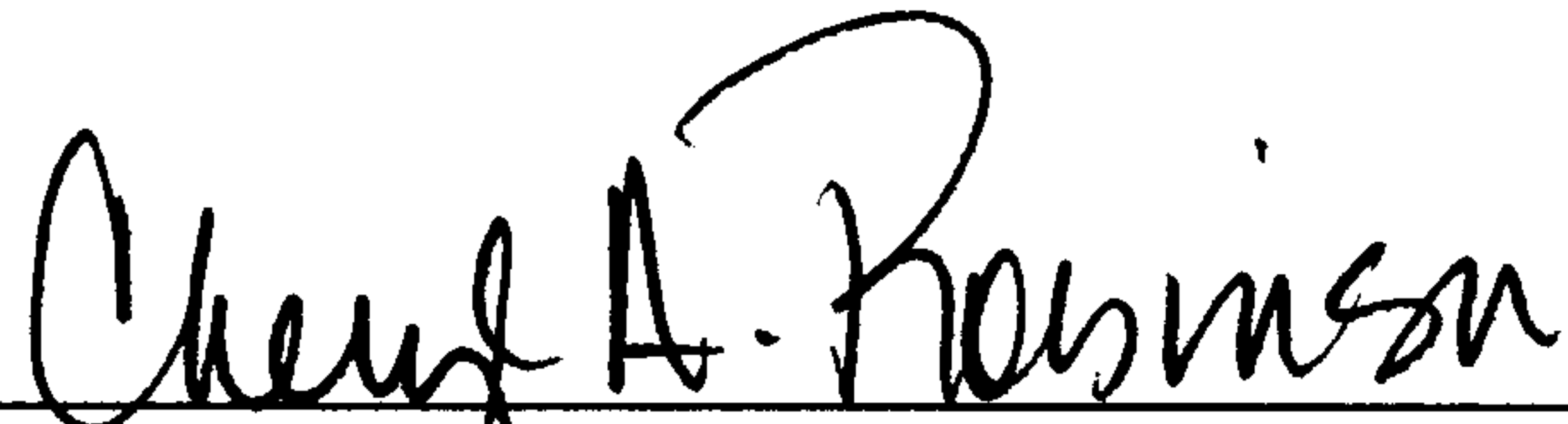


STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

  
20050603000269640 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
06/03/2005 11:42:30AM FILED/CERT

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **EDWIN B. LUMPKIN, JR.**, an Individual, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of June, 2005.

  
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NOTARY PUBLIC  
My Commission Expires: 7/22/07

[NOTARIAL SEAL]

**THIS INSTRUMENT PREPARED BY:**

Claude McCain Moncus, Esq.  
CORLEY MONCUS, P.C.  
400 Shades Creek Parkway  
Suite 100  
Birmingham, Alabama 35209  
(205) 879-5959



## EXHIBIT "A"

20050603000269640 4/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
06/03/2005 11:42:30AM FILED/CERT

### PARCEL I:

Commence at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, and run West along the South line of same 242.7 feet to the East right of way line of the Birmingham-Montgomery Highway; thence along said Highway right of way line North 38 degrees 15 minutes West 589 feet to the point of beginning; thence continue in a Northerly direction along the East right of way line of said Birmingham-Montgomery Highway (being U.S. Highway 31) a distance of 153 feet; thence North 72 degrees 10 minutes East a distance of 423 feet; thence run South 2 degrees 15 minutes East parallel with the East line of said Quarter-Quarter Section a distance of 110 feet; thence in a Southwesterly direction a distance of 360 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

### PARCEL II:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Southerly along the East line of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01 seconds right and run Westerly 989.15 feet to a point; thence turn 125 degrees 04 minutes 15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way line of U.S. Highway 31; thence turn 00 degrees 19 minutes 13 seconds left and run along said right of way line 81.61 feet to a steel rebar and the point of beginning of the property being described; thence continue along last described course 80.00 feet to a steel rebar corner; thence turn 86 degrees 06 minutes 08 seconds left and run Easterly 169.41 feet to a steel rebar corner; thence turn 84 degrees 17 minutes 13 seconds left and run Northerly 59.31 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds left and run Westerly 181.95 feet to the point of beginning.

According to survey of Joseph E. Conn, RLS #9049, dated June 18, 1996.

### PARCEL III:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence Southerly along the East line of said Quarter-Quarter 238.41 feet to a point; thence turn 86 degrees 50 minutes 01 seconds right and run Westerly 989.15 feet to a point; thence turn 125 degrees 04 minutes 15 seconds left and run Southeasterly 718.34 feet to a point on the East right of way of U.S. Highway 31 and the point of beginning of the property being described; thence turn 00 degrees 19 minutes 13 seconds left and run along said right of way line 81.61 feet to a steel rebar corner; thence turn 79 degrees 32 minutes 21 seconds left and run Easterly 181.95 feet to a steel rebar corner; thence turn 89 degrees 09 minutes 00 seconds right and run Southerly 59.31 feet to a steel rebar corner; thence turn 95 degrees 42 minutes 47 seconds left and run Easterly 55.93 feet to an open top pipe corner; thence turn 39 degrees 37 minutes 39 seconds right and run East-Southeasterly 258.58 feet to a railroad rail corner; thence turn 95 degrees 02 minutes 31 seconds left and run Northerly along an existing fence line 320.14 feet to a railroad rail corner; thence turn 105 degrees 39 minutes 00 seconds left and run Westerly along an existing fence line 237.61 feet to an angle iron corner; thence turn 86 degrees 01 minutes 05 seconds left and run Southerly along an existing fence line 110.50 feet to an angle iron corner; thence turn 81 degrees 06 minutes 17 seconds right and run Westerly 360.17 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., RLS #9049, dated June 18, 1996.

### PARCEL IV:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 21, Range 2 West, described as follows:

Commencing at the Southeast corner and run North 2 degrees 15 minutes West 793 feet to the point of beginning; thence run South 72 degrees 10 minutes West, 686 feet to the East right of way line of the Birmingham-Montgomery Highway; thence run North 40 degrees 30 minutes West, 124.5 feet along the East side of said highway; thence run North 72 degrees 10 minutes East, 762.6 feet to the East boundary line; thence run South 2 degrees 15 minutes East, 121.4 feet to the point of beginning; being situated in Shelby County, Alabama.