
AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made and entered into the 2nd 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 Thousand and No/100 Dollars (\$400,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$400,000.00 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. 20050506000217900 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, Mortgage 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 3rd day of June, 2005.

Andrea Swame
NOTARY PUBLIC
My Commission Expires: 5-12-2006


[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20050603000269670 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
06/03/2005 11:42:33AM 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.



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"



20050603000269670 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
06/03/2005 11:42:33AM FILED/CERT

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Begin at the Northeast corner of the NW 1/4 of the SE 1/4 of said Section 28, Township 19 South, Range 1 East, and run in a westerly direction 976.40 feet along the North line of said 1/4-1/4 section to a point on the South right of way line of U.S. Highway #280; thence turn an angle of 6 degrees 06 minutes left and run in a westerly direction along the South right of way line of said highway for a distance of 858.99 feet to the point of beginning of the parcel herein described; thence turn an angle of 83 degrees 51 minutes left and run in a Southerly direction 574.13 feet; thence turn an angle of 90 degrees 07 minutes left and run in an Easterly direction for a distance of 200.00 feet; thence turn an angle of 89 degrees 53 minutes left and run in a northerly direction for a distance of 595.27 feet to a point on the South right of way line of said U.S. Highway #280; thence turn an angle of 96 degrees 09 minutes left and run in a westerly direction along said South right of way line for 201.16 feet to the point of beginning.