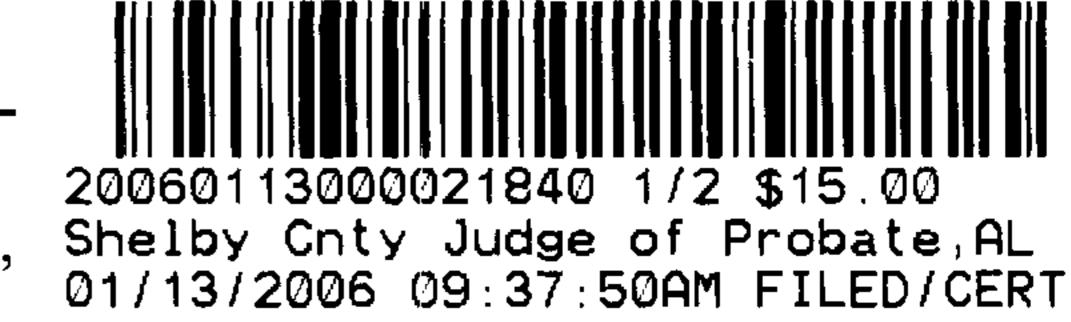
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., 420 North 20th Street, Suite 1600, Birmingham, Alabama 35303-5202

## AMENDED AND RESTATED MORTGAGE

## STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,



On May 18, 2005, Louis Raymond Weygand and Wife, Michelle Weygand (the "Mortgagors") granted to Laurence D. Weygand a mortgage on certain real property located in Shelby County, Alabama;

Said mortgage was recorded in the Probate Court of Shelby County, Alabama on May 23, 2005, Instrument #20050523000250510, and a \$974.00 recording fee was paid at the time of its filing;

The debt referenced in the mortgage is actually evidenced by two promissory notes, one for Four Hundred Forty Thousand Dollars (\$440,000) and one for Two Hundred Thousand Dollars (\$200,000), both payable to Chelsea Farm Partnership, Ltd., an Alabama Limited Partnership (the "Partnership");

The Partnership assigned and transferred the Four Hundred Forty Thousand Dollar (\$440,000) note to Laurence D. Weygand as part of a redemption;

Because of this transfer, the Mortgagors are justly indebted to Laurence D. Weygand in the sum of Four Hundred Forty Thousand Dollars (\$440,000) and to the Partnership in the sum of Two Hundred Thousand Dollars (\$200,000), evidenced by promissory notes in the aforesaid principal amounts (the "Notes");

Mortgagors agreed, in incurring said indebtedness, that a mortgage should be given to both Laurence D. Weygand and to the Partnership to secure the prompt payment thereof;

Said original mortgage failed to list the Partnership as a mortgagee;

The Mortgagors. Laurence D. Weygand and the Partnership desire to correct this omission by amending and restating the mortgage;

NOW THEREFORE, in consideration of the premises, said Mortgagors do hereby grant, bargain, sell and convey unto Laurence D. Weygand and Chelsea Farm Partnership, Ltd. (the "Mortgagees") the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 1, according to the Survey of Weygand-Hill Subdivision, as recorded in Map Book 35, page 16, in the Probate Office of Shelby County, Alabama.

To Have And To Hold the above granted property unto the said Mortgagees, Mortgagees' successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness and the Notes, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Mortgaged Property, and should default be made in the payment of same, the said Mortgagees may at Mortgagees' option pay off the same, which amounts shall be added to the indebtedness secured hereby; and to further secure said indebtedness, the first above named Mortgagor agrees to keep the improvements on the Mortgaged Property insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagees' interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if the Mortgagors fail to keep the Mortgaged Property insured as above-specified, or fails to deliver said insurance policies to said Mortgagees, then the said Mortgagees, or assigns, may at Mortgagees' option, insure the Mortgaged Property for said sum, for Mortgagees' own benefit, the policy if collected, to be credited on said indebtedness, less costs of collecting same. All amounts so expended by said Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees or assigns, additional to the debt hereby specially secured, and shall be secured by this Mortgage as set forth below, and bear interest at the default rate set in the Note from date of payment by said Mortgagees, or assigns, and be at once due and payable. Mortgagors shall not further encumber or convey any portion of the Mortgaged Property. Mortgagors further agree to give prompt notice to Mortgagees of any offers made by third (3rd) parties to purchase the Mortgaged Property. The Mortgaged Property shall not be sold without full repayment of the Note.

Upon condition, however, that if the said Mortgagors pay said indebtedness in full, and reimburses said Mortgagees or assigns for any amounts Mortgagees may have expended for taxes, assessments, said insurance, and interest thereon, then this conveyance shall be released, but should default be made in the repayment of any sum expended by the said Mortgagees or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should any event of default occur under the Note or this Mortgage, or should the interest of said Mortgagees or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagees, agents or assigns, shall be authorized to take possession of the Mortgaged Property hereby conveyed, and foreclose by power of sale with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County in Alabama where the Mortgaged Property is located, sell the same in lots or parcels or en masse as Mortgagees, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof), at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fees; Second, to the payment of any amounts that may have been expended, or that is may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full whether the same shall or shall not have fully matured at the date of said sale, and including all accrued interest, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagors and Mortgagors further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagors further agree to pay a reasonable attorney's fee to said Mortgagees or assigns, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set signature and seal, as of the 30 day of December, 2005.

Louis Raymond Weygand

Michelle K. Weygand

Laurence D. Weygand

CHELSEA FARM PARTNERSHIP, LTD.

200601130000021840 2/2 \$15.00 Shelby Cnty Judge of Probate, AL 01/13/2006 09:37:50AM FILED/CERT

STATE OF ALABAMA	•
STATE OF MEADAINA	,
COUNTY OF TEFFRSON	1
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Louis Raymond Weygand whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under any hand this the 30 day of December, 2005.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: 5-17-03

STATE OF ALABAMA COUNTY OF JEFFERSON

I. the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michelle Weygand whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand this the day of December, 2005.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: 5-17-09

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Laurence D. Weygand whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 30 day of December, 2005.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: 5-17-03

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Laurence D. Weygand whose name as the General Partners of Chelsea Farm Partnership, Ltd., an Alabama limited partnership, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he, in his capacity as such General Partner and with full authority, executed the same voluntarily for and as the act of said Partnership on the day the same bears date.

Given under my hand this the day of December, 2005.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: 5-17-09