

THIS INSTRUMENT PREPARED BY:

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P.O. Box 306
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20060131000050390 1/3 \$1592.00
Shelby Cnty Judge of Probate, AL
01/31/2006 04:26:45PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage dated as of the 21 day of December, 2005, is executed by CECIL STEWART JOHNSON and M. ANN JOHNSON (collectively, the "Mortgagor"), as mortgagors, in favor of Compass Bank, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

1. The Mortgagor has previously granted to the Lender a Mortgage dated as of March 18, 2005, recorded in Instrument No. 20050404000151590 in the Probate Office of Shelby County, Alabama (the "Mortgage") which was amended by that certain Amendment to Mortgage dated the 20th day of October, 2005, recorded in Instrument No. 20060131000050390, in the Probate Office of Shelby County, Alabama (the "First Amendment to Mortgage"). The Mortgage secured a stated maximum amount of amount of \$450,000,000 (such amount being comprised of amounts outstanding on a line of credit that Nutritive Sweeteners Company, Inc. has with Lender (the "Line of Credit")).

2. To induce the Lender to increase the said Line of Credit to \$1,050,000, to secure certain letters issued on the behalf of Nutritive Sweeteners Company, Inc., and to secure certain other loans to Nutritive Sweeteners Company, Inc., the Mortgagor has agreed to execute this Amendment to Mortgage.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Mortgagor agrees with Lender as follows:

1. It is hereby agreed that this Second Amendment to Mortgage supersedes and replaces in its entirety the First Amendment to Mortgage. The First Amendment to Mortgage shall be of no force or effect as of the date hereof.

2. It is hereby agreed and acknowledged that the Mortgage continues to secure, among other things, the Line of Credit and all renewals, extensions, modifications and amendments thereto and thereof.

3. In addition, the Mortgage shall secure that certain loan in the principal sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), as evidenced by a promissory note dated

April 6, 2004, payable by Cecil Stewart Johnson to Lender with interest thereon on demand or as otherwise provided in the Note.

4. In addition, the Mortgage shall secure Nutritive Sweeteners Company, Inc.'s reimbursement obligations to Lender pursuant to that certain \$17,000 Irrevocable Standby Letter of Credit Number A26881A dated November 22, 2004, that certain \$22,500 Irrevocable Standby Letter of Credit Number A26808A dated October 06, 2004, that certain \$27,000 Irrevocable Standby Letter of Credit Number A26250A dated September 24, 2003, and that certain \$51,000 Irrevocable Standby Letter of Credit Number A27082A dated March 21, 2005, including all renewals, extensions, modifications, and amendments thereto from time to time.

5. The following phrase on page 1 of the Original Mortgage shall be deleted in its entirety:

"MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$450,000.00"

and the following shall be substituted in its place

"This Mortgage shall secure, among other things, (i) that certain line of credit in the principal sum of ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$1,050,000.00), as evidenced by a promissory note dated December 21, 2005, payable by Nutritive Sweeteners Company, Inc. to Lender with interest thereon on demand or as otherwise provided in the Note; (ii) that certain loan in the principal sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), as evidenced by a promissory note dated April 6, 2004, payable by Cecil Stewart Johnson to Lender with interest thereon on demand or as otherwise provided in such promissory note; and (iii) Nutritive Sweeteners Company, Inc.'s reimbursement obligations to Lender pursuant to that certain \$17,000 Irrevocable Standby Letter of Credit Number A26881A dated November 22, 2004, that certain \$22,500 Irrevocable Standby Letter of Credit Number A26808A dated October 06, 2004, that certain \$27,000 Irrevocable Standby Letter of Credit Number A26250A dated September 24, 2003, and that certain \$51,000 Irrevocable Standby Letter of Credit Number A27082A dated March 21, 2005, including all renewals, extensions, modifications, and amendments thereto from time to time."

6. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Mortgagor in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

[signature page to follow]

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CECIL STEWART JOHNSON

Cecil Stewart Johnson

M. ANNE JOHNSON

M. Anne Johnson

COMPASS BANK

By: *[Signature]*

Its: *Officer*

STATE OF ALABAMA

COUNTY OF *Jefferson*

I, *Mary Jo Ann Ferguson* notary public in and for said county in said state, hereby certify that **Cecil Stewart Johnson** signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 21 day of December, 2005.

Mary Jo Ann Ferguson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: Nov. 11, 2006

STATE OF ALABAMA

COUNTY OF *Jefferson*

I, *Mary Hopkins Bowles* notary public in and for said county in said state, hereby certify that **M. Ann Johnson** signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily.

Given under my hand and official seal this 22 day of December, 2005.

Mary Hopkins Bowles
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: NOV 20 2008
RENEWED THE NOTARY PUBLIC IN ALABAMA

STATE OF ALABAMA

COUNTY OF