
20060313000115930 1/7 \$183.00
Shelby Cnty Judge of Probate, AL
03/13/2006 11:19:15AM FILED/CERT

Note to the Probate Court: Mortgage tax on \$1,125,000.00 was paid upon filing a Mortgage and Security Agreement recorded at 20040713000387600. Borrower has made payments reducing the unpaid balance of the Mortgage to \$100,919.00. Pursuant to this Amendment, loan proceeds of \$100,000.00 will be advanced to Borrower by readvance and increasing the amount of the Mortgage to \$1,200,919.00. Accordingly, mortgage tax is due on the proceeds advanced in the amount of \$100,000.00. There is no extension of the maturity date in this instrument.

SECOND AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS (this "Amendment") is made and entered into by and between **Mark D. Robinson** (hereinafter sometimes referred to for convenience as "Robinson"), **Jamie Higdon** (hereinafter sometimes referred to for convenience as "Higdon"), and **University Investments, LLC**, an Alabama limited liability company (hereinafter sometimes referred to for convenience as "University") (hereinafter Robinson, Higdon and University are individually and collectively referred to for convenience as "Borrower") and **AmSouth Bank** (the "Lender"), effective as of the 9th day of March, 2006.

WITNESSETH:

WHEREAS, on July 12, 2004, Robinson and Higdon executed and delivered to Lender a Promissory Note in the amount of \$1,125,000.00 (the "Note") and various other Loan Documents (as defined in the Note); and

WHEREAS, as security for the Note Robinson and Higdon executed in favor of the Lender (i) that certain Mortgage and Security Agreement (the "Mortgage") dated July 12, 2004 covering the property described in Exhibit A attached hereto, which Mortgage is recorded in the

Office of the Judge of Probate of Shelby County, Alabama in Instrument 20040713000387600,
(ii) that certain Assignment of Rents and Leases (the "Assignment") dated July 12, 2004
covering the property described in Exhibit A attached hereto, which Assignment is recorded in
the Office of the Judge of Probate of Shelby County, Alabama in Instrument
20040713000387610 and (iii) that certain UCC Financing Statement (the "UCC") filed in the
Office of the Judge of Probate of Shelby County Alabama in Instrument 20040713000387620;
and

WHEREAS, on March 5, 2005, University became a co-borrower by virtue of an
Assumption Agreement executed and delivered to Lender and recorded in the office of the Judge
of Probate of Shelby County in Instrument 20050304000103530 (the "Assumption Agreement");
and

WHEREAS, Borrower has made principal payments and reduced the unpaid principal
balance of the Note and the Loan to \$1,100,919.00;

WHEREAS, Borrower has requested that the Lender increase the current unpaid
principal amount of the Note and the Loan by \$100,000.00 to \$1,200,919, and Lender has agreed
to such increase provided the Borrower executes this Amendment and the other documents to be
executed in connection herewith.

NOW, THEREFORE, in consideration of the premises and other good and valuable
consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The amount of the Loan (as defined in the Note, the Mortgage, the Assignment,
the Assumption Agreement and all of the other Loan Documents) and the principal amount of
the Note are increased to \$1,200,919.00. All references in all of the Loan Documents to

\$1,125,000.00 whether in words or in numbers, are hereby amended to be \$1,200,919.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. The Borrower hereby represents, warrants, covenants and agrees that their joint and several obligations for repayment of the Note and all other amounts due under the Note and all other Loan Documents executed by the Borrower are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

3. It is the intention and agreement of the parties hereto that the increase in the Loan effectuated by this Amendment shall be secured by the Mortgaged Property (as defined in the Mortgage) and the liens and rights in favor of the Lender under the Mortgage and all other Loan Documents, as fully and completely and with the same priority as the Note initially secured thereby.

4. The Borrower hereby (i) represents and warrants that the unpaid principal balance upon the date hereof, prior to the increase in the Loan contemplated hereby is \$1,100,919.00, (ii) ratifies and affirms the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby, and (iii) confirms that the Borrower has no defenses or offsets to any of the Loan Documents or amounts due thereunder, as amended hereby.

-Remainder of page intentionally left blank-

20060313000115930 4/7 \$183.00
Shelby Cnty Judge of Probate, AL
03/13/2006 11:19:15AM FILED/CERT

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first set forth above.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER:

Mark D. Robinson
Mark D. Robinson

Jamie Higdon
Jamie Higdon

University Investments, LLC

By: Mark D. Robinson

Name: Mark D. Robinson

Title: Manager

LENDER:

AMSOUTH BANK

By: Steve Clikas III

Name: Steve Clikas III

Title: loan officer

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Mark D. Robinson** 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.

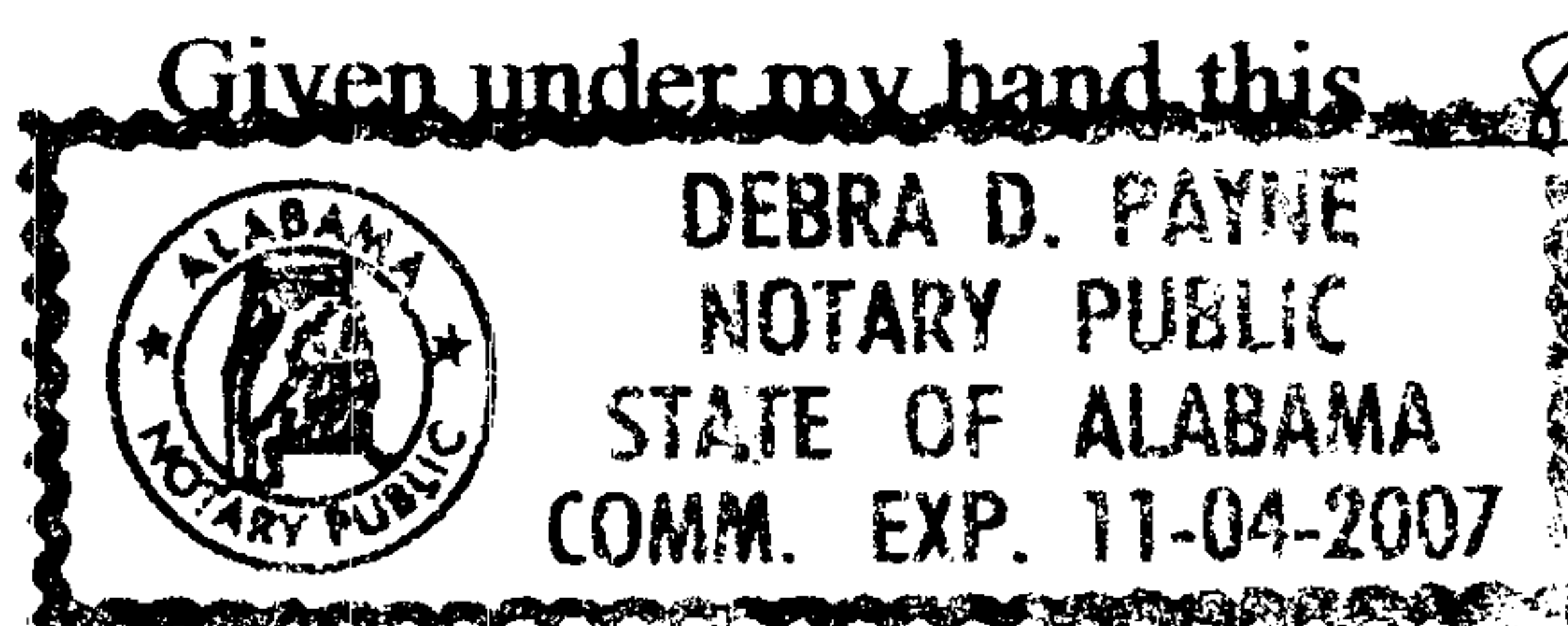
Given under my hand this 8 day of March, 2006.



Debra D. Payne
Notary Public
My commission expires: 11/4/07

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jamie Higdon** 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.

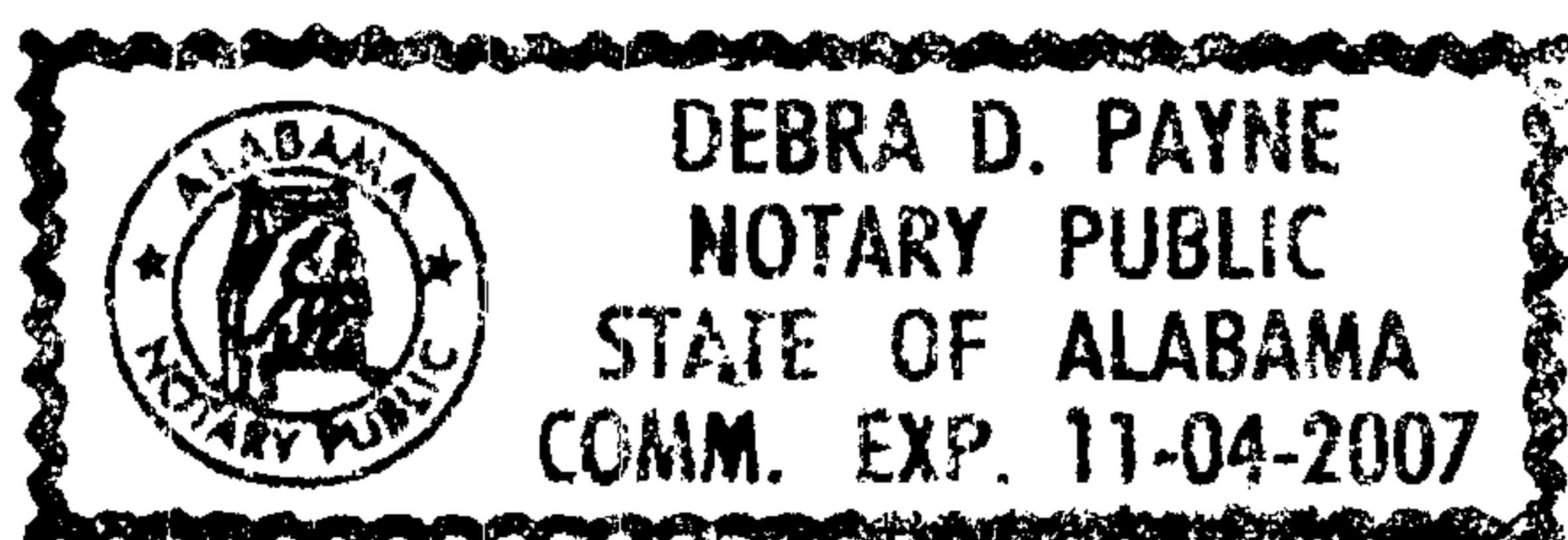


Debra D. Payne
Notary Public
My commission expires: 11/4/07

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Mark D. Robinson** whose name as the manager of **University Investments, LLC**, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 3 day of March, 2006.



Debra D. Payne
Notary Public
My Commission Expires: 3/11/4/07

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Chiles whose name as the loan officer of **AmSouth 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 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 this 9th day of March, 2006.

Jennifer L. Beuma
Notary Public
My Commission Expires: 10-2-08

EXHIBIT A

Legal Description of Property

Parcel I:

Lot 2, in Block F, according to Lyman's Addition to the Town of Montevallo, Alabama as recorded in Map Book 3, Page 27, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Parcel II:

A part of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Begin at the most Northerly corner of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, Shelby County, Alabama and run Southwesterly along the Northwest line of said Lot 1 for 100.00 feet; thence Southeasterly along the Southwesterly line of said Lot 1 for 77.00 feet; thence left 90 degrees, 00 minutes and run Northeasterly for 100.00 feet; thence left 90 degrees, 00 minutes and run Northwesterly for 77.00 feet to the point of beginning, being situated in Shelby County, Alabama.

Also:

Commence at the most Northerly corner of Lot 1, Block F, Lyman's Addition to Montevallo, as recorded in Map Book 3, Page 27, Shelby County, Alabama and run Southeasterly along the Northeasterly line of said Lot 1 for a distance of 77.00 feet to the point of beginning; thence right 90 degrees, 00 minutes and run Southwesterly 100.00 feet; thence left 90 degrees, 00 minutes and run Southeasterly for 5.00 feet; thence left 90 degrees, 00 minutes and run Northeasterly for 100.00 feet; thence left 90 degrees, 00 minutes and run Northwesterly for 5.00 feet to point of beginning, being situated in Shelby County, Alabama.

Parcel III:

Commence at the Easternmost corner of Lot 21 in the Town of Montevallo, according to the original plan of said Town; thence run Northwesterly along the Southwest margin of Middle Street for 150.0 feet to the point of beginning of the parcel herein described; thence continue Northwesterly along said Southwest margin of said Middle Street for 62.5 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 75.0 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 62.5 feet to a point; thence turn a deflection angle of 90 degrees to the left and run 75.0 feet to the point of beginning.

Parcel IV:

A parcel of land situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, in the Town of Montevallo and more exactly described as follows: Begin at the intersection of the Northwest limits of Lyman's Addition to the Town of Montevallo with the Southwest boundary of Moody Street; thence at an angle of 90 degrees, 00 minutes to the left of said boundary of Moody Street proceed 110.58 feet; thence at an angle of 52 degrees, 04 minutes to right a distance of 43.4 feet to the point of beginning of said lot; thence proceed in the same straight line a distance of 49.25 feet; thence at an angle of 90 degrees, 55 minutes to the left a distance of 169.1 feet; thence at an angle of 59 degrees, 00 minutes to the left a distance of 118.42 feet; thence at an angle of 82 degrees, 09 minutes to the left a distance of 83.1 feet; thence at an angle of 90 degrees, 00 minutes to the left 50.0 feet; thence at an angle of 90 degrees, 00 minutes to the right a distance of 57.6 feet; thence at an angle of 87 degrees, 49 minutes to the left a distance of 134.6 feet to the point of beginning.

Parcel V:

A part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, more particularly described as follows: Begin at the East boundary of King Street with the NW limits of Lyman's Addition to Montevallo and proceed Northerly along the East side of King Street a distance of 134.5 feet to the point of beginning; thence

continue in the same line 136.00 feet; thence turn an angle of 90 degrees, 57 minutes to right and run 121.95 feet; thence turn an angle of 89 degrees, 05 minutes to right and run a distance of 134.1 feet; thence turn an angle of 90 degrees, 00 minutes right and run a distance of 121.78 feet to point of beginning.

Parcel VI:

Part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 22 South, Range 3 West in the Town of Montevallo, Shelby County, Alabama, more particularly described as follows: Begin at the intersection of the Southwest boundary of Moody Street with the Northwest Limits of Lyman's Addition to Montevallo; thence in a Northerly direction in the line with the Northwest boundary of Moody Street a distance of 125.42 feet; thence at an angle of 51 degrees, 07 minutes to the right a distance of 39.5 feet; thence at an angle of 90 degrees to the left a distance of 56.3 feet; thence at an angle of 90 degrees to the left a distance of 174.9 feet; thence at an angle to the right of 90 degrees, a distance of 130.0 feet to the East boundary of King Street; thence at an angle of 90 degrees to the left and along the East boundary of King Street, a distance of 161.08 feet to the point of beginning; thence continue along the East line of King Street a distance of 272.00 feet; thence at an angle of 51 degrees, 07 minutes to the left a distance of 63.66 feet; thence at an angle of 90 degrees to the left a distance of 276.9 feet; thence at an angle of 97 degrees, 51 minutes to the left a distance of 118.42 feet; thence at an angle of 59 degrees to the right a distance of 35 feet; thence at an angle of 90 degrees to the left 121.95 feet to the Point of Beginning. Situated in Shelby County, Alabama.

Parcel VII:

A lot or parcel of land in the City of Montevallo, Shelby County, Alabama, lying and being in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 22 South, Range 3 West, particularly described as follows: From the Southeast corner of the said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 21 run North along the East line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 882.63 feet; thence North 88 degrees, 50 minutes West for 970.79 feet to the point of beginning and Northeast corner of herein described property; thence from said point of beginning, continue North 88 degrees, 50 minutes West for 315 feet to the East right of way of the Montevallo-Siluria Road; thence South along said East right of way for 98 feet to the North line of a paved city street; thence Easterly along said North line of street for 315 feet; thence run North 03 degrees, 30 minutes West for 93.36 feet to the point of beginning.

Less and Except:

Commence at the point of intersection of the East right of way line of Alabama Highway 119 with the North right of way line of Overland Road; thence run Easterly along said North right of way line of said Overland Road for a distance of 240.00 feet to a point in a ditch, being the point of beginning of the parcel of land herein described; thence continue Easterly along said right of way line for 55.00 feet to a point; thence turn an angle of 94 degrees, 44 minutes, 22 seconds to the left and run Northerly 93.36 feet to a point; thence turn an angle of 84 degrees, 59 minutes, 48 seconds to the left and run Westerly 30.00 feet to a point in ditch; thence turn an angle of 94 degrees, 40 minutes, 09 seconds to the left and run along said ditch for 45.92 feet; thence turn an angle of 28 degrees, 08 minutes, 46 seconds to the right and continue along said ditch for 51.77 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 22 South, Range 3 West.

All being Situated in Shelby County, Alabama.