


STATE OF ALABAMA)
 :
SHELBY COUNTY)


20080218000065230 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
02/18/2008 01:31:43PM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the 14 day of February, 2008, by and between **EDWARDS SPECIALTIES, INC.** (herein "Mortgagor") and **COMPASS BANK**, (herein "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by that certain Promissory Note in the original principal amount of \$4,700,000.00 (sometimes referred to as the "Note") and secured by that certain property more particularly described in a Real Estate Mortgage and Security Agreement dated April 14, 2005, and recorded April 15, 2005 as Instrument No. 20050415000178300, Probate Records of Shelby County, Alabama (sometimes referred to as the "Mortgage"); and,

WHEREAS, the undersigned Mortgagor has acquired that certain property as more particularly hereinafter described; and,

WHEREAS, Mortgagor and Mortgagee desire to further modify the terms of said Mortgage as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, Mortgagor and Mortgagee agree that the Mortgage is hereby modified as follows:

1. The Mortgagor does hereby assign, grant, bargain, sell, mortgage and convey unto Mortgagee that certain real property located in Shelby County, Alabama, more particularly described as follows as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

The above described property to be held under the terms and conditions of said Mortgage of record as Instrument No. 20050415000178300, Probate Records of Shelby County, Alabama given by Mortgagor to Mortgagee and by execution hereof, Mortgagor does hereby reaffirm all of the terms, covenants, warranties and conditions of said Mortgage.

2. Mortgagor has entered into this Modification Agreement with Mortgagee whereby the terms of the Note and Mortgage with respect to the amount of the indebtedness and terms will be as follows:

a. The Mortgagor agrees to pay the principal balance of the amount owed by it to Mortgagee and to pay the interest on the unpaid balance of the amount owed by it to Mortgagee pursuant to the terms of the Note.

b. The maturity of the outstanding indebtedness shall remain unchanged from that of the original term stated in said Note.

3. This Mortgage Modification Agreement is for the purpose of adding the herein described real property as additional security for the repayment of said Note.

4. This Mortgage Modification Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

5. By execution hereof, Mortgagor hereby reaffirms all of its obligations set forth in the Note and Mortgage dated April 14, 2005, and agrees to perform each and every covenant, agreement and obligation contained therein and to be bound by each and all of the terms and provisions as herein modified.

6. Mortgagor hereby agrees that all of the property described in the Mortgage and as amended herein shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and this Modification Agreement and nothing herein contained, or done shall affect the lien, charge or encumbrance effected by the Mortgage or this Modification Agreement, or the priority thereof over other liens, charges, encumbrances or conveyances.

7. Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto has executed or caused these presents to be executed by its duly authorized officers on the day and year first above written.

MORTGAGOR:

EDWARDS SPECIALTIES, INC.

By: [Signature]
Its: PRESIDENT

MORTGAGEE:

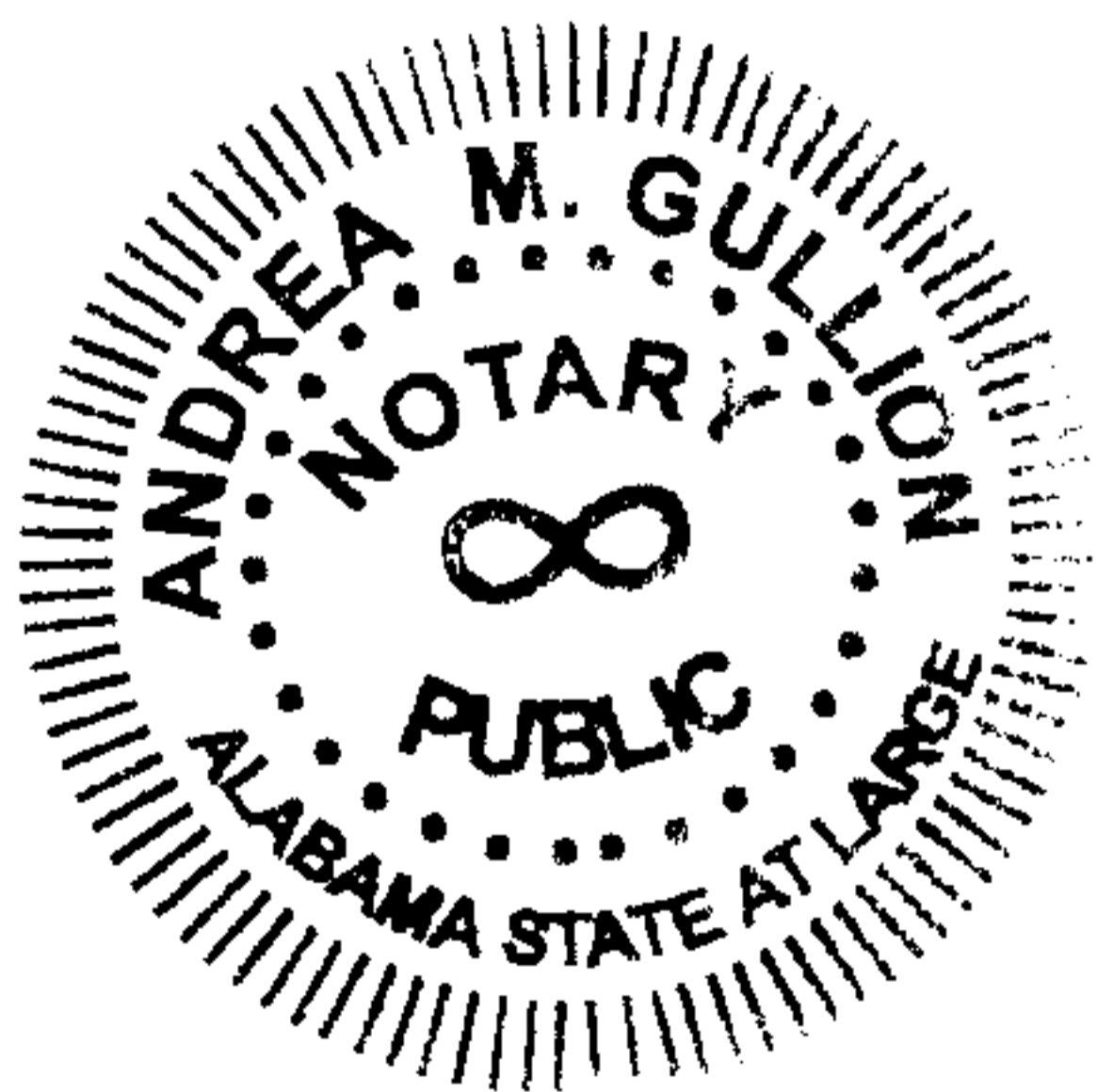
COMPASS BANK

By: [Signature]
Its: SVP

STATE OF ALABAMA)
 :
Madison COUNTY)


I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that **ALDEN R. EDWARDS**, whose name as President of **EDWARDS SPECIALTIES, INC.**, an Alabama corporation, 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 and seal this 15th day of February, 2008.



Andrea M. Gullion
Notary Public
My Commission Expires: 2/21/11

STATE OF ALABAMA)
 :
COUNTY OF MADISON)


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I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Rob Peltier, whose name as Sonion Vice President, of COMPASS BANK, a state banking corporation, is signed to the foregoing release, and who is known to me, acknowledged before me on this day that being informed of the contents of the release, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 11th day of February, 2008

Mary B. Dugas
Notary Public
My Commission Expires May 18, 2008

THIS INSTRUMENT PREPARED BY: ANDREA M. GULLION, STEPHENS, MILLIRONS,
HARRISON & GAMMONS, P.C., 2430 L & N DRIVE, HUNTSVILLE, AL 35801

Exhibit A

A parcel of land situated partly in the Southwest quarter of Section 19 and partly in the Northeast quarter of Section 4, Township 24 North, Range 13 East Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest Corner of the Northeast quarter of the Northeast quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama; thence run North 89 degrees 16 minutes 55 seconds East along the North line of said Section 5 for a distance of 957.49 feet to the POINT OF BEGINNING of the property hereon described; thence continue along the last described course for a distance of 773.04 feet to a point on the North line of Section 4, Township 24, Range 13 East; thence leaving said North line run South 03 degrees 54 minutes 20 seconds East for a distance of 809.69 feet; thence run North 87 degrees 20 minutes 23 seconds East for a distance of 1002.50 feet; thence run North 04 degrees 02 minutes 37 seconds West for a distance of 775.76 feet; thence run South 89 degrees 25 minutes 55 seconds West for a distance of 130.17 feet; thence run North 15 degrees 50 minutes 44 seconds East for a distance of 21.66 feet; thence run North 72 degrees 48 minutes 16 seconds East for a distance of 82.72 feet; thence run North 30 degrees 24 minutes 32 seconds East for a distance of 61.59 feet thence run South 85 degrees 33 minutes 56 seconds East for a distance of 91.11 feet; thence run North 70 degrees 27 minutes 16 seconds East for a distance of 65.63 feet; thence run North 02 degrees 03 minutes 54 seconds East for a distance of 21.82 feet; thence run North 35 degrees 26 minutes 27 seconds West for a distance of 494.91 feet; thence run North 74 degrees 15 minutes 09 seconds West for a distance of 1273.23 feet; thence run South 23 degrees 56 minutes 45 seconds West for a distance of 990.06 feet to the POINT OF BEGINNING. Said parcel contains 1,932,757 square feet or 44.37 acres, more or less.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

This conveyance is subject to the following:

1. Ad valorem taxes for tax year 2007 and subsequent years;
2. Existing easements, restriction, set back lines, limitations, if any, of record;
3. Coal, oil, gas, and other mineral interests not owned by Grantor;
4. Easement to Southern Railway Company recorded in Deed Book 222, page 160, in the Probate Office of Shelby County, Alabama.
5. Easements and Right of ways to Alabama Power Company, recorded In Deed Book 138, page 327, Deed Book 213, page 310, Deed Book 141, page 304, Deed Book 255, page 710, Deed Book 141, page 347, Deed Book 285, page 288, Deed Book 141, page 348, Deed Book 296, page 234, Deed Book 198, page 507, Deed Book 298, page 169, Deed Book 201, page 10, Deed Book 298 page 177, Deed Book 302, page 440, Instrument 2002/23208 and Instrument 2002/18728 in the Probate Office of Shelby County, Alabama.
6. Easements and Right of ways to Southern Natural Gas, recorded in Deed Book 90, page 300, Deed Book 141, page 112, Deed Book 90, page 289, Deed Book

205, page 252, Deed Book 90, page 181, Deed Book 248, page 597, Deed Book 141, page 57 and Deed Book 302, page 440, in the Probate Office of Shelby County, Alabama.

7. Easements and Right of ways to Plantation Pipe Line Company, recorded in Deed Book 112, page 306, Deed Book 210, page 574, Deed Book 112, page 309, Deed Book 210, page 576, Deed Book 112, page 336, Deed Book 325, page 50, Deed Book 112, page 595 and Deed Book 158, page 351, in the Probate Office of Shelby County, Alabama.
8. This conveyance is made upon the following covenants and conditions which shall constitute covenants running with the land: