

This Instrument Prepared By:

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**SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES AND SECURITY AGREEMENT**

THIS AGREEMENT, is made and entered into this 22nd day of May, 2009, between **B&CC, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower") and **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender").

RECITALS

WHEREAS, the Borrower is justly indebted to Lender pursuant to a loan in the principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "Loan"), as evidenced by a Promissory Note dated January 14, 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, Assignment of Rents and Leases and Security Agreement dated January 14, 2005 and recorded at Instrument No. 20050118000026580 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Borrower executed and delivered to Lender a Promissory Note dated March 29, 2005 increasing the Loan amount from \$250,000.00 to \$1,101,600.00. To secure the additional advance, the Mortgage was amended by Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement dated March 29, 2005 and recorded at Instrument No. 20050401000150160 in the Office of the Judge of Probate of Shelby County, Alabama (the "Amendment to Mortgage"); and

WHEREAS, the Borrower executed and delivered to Lender a Line of Credit Note dated April 2, 2008 increasing the Loan amount from \$1,101,600.00 to \$1,353,049.92. To secure the additional advance made from Lender to Borrower, the Mortgage, and Amendment to Mortgage is being further amended by this Second Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement to secure the additional advance in the amount of \$251,449.92; and

WHEREAS, the Mortgage is a valid and enforceable lien upon the Premises; and

WHEREAS, Borrower and Lender are desirous of amending said Mortgage and Amendment to Mortgage to secure the additional indebtedness from Borrower to Lender.

NOW THEREFORE, in consideration of the premises, covenants and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Two Hundred Fifty One Thousand Four Hundred Forty Nine and 92/100 Dollars (\$251,449.92). Any reference to indebtedness or Loan shall mean the sum of One Million Three Hundred Fifty Three Thousand Forty Nine and 92/100 Dollars (\$1,353,049.92).

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. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage and the Amendment to Mortgage, as the same is modified and extended in the Mortgage, and the Amendment to Mortgage and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Mortgage and Amendment to Mortgage, as the same is modified.

4. Except as amended and modified, the Mortgage and Amendment to Mortgage is hereby confirmed.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.


BORROWER:

B&CC, L.L.C., an Alabama Limited Liability Company

By:  [SEAL]
Thomas W. Crawford
Its Authorized Manager

LENDER:

FIRST COMMERCIAL BANK, a State Bank

By:  [SEAL]
Haston Simmons
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Thomas W. Crawford, whose name as Authorized Manager of **B&CC, L.L.C.**, an Alabama Limited Liability Company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such Authorized Manager and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 22nd day of May, 2009.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/2011

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Haston Simmons, whose name as Vice President of **FIRST COMMERCIAL BANK**, a State Bank, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, 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 22nd day of May, 2009.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/2011

[NOTARIAL SEAL]