

This instrument prepared by:
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1400 SouthTrust Tower
Birmingham, Alabama 35203

This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Instrument #2001-02873

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

**STATE OF ALABAMA)
SHELBY COUNTY)**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), made and entered into effective as of the 23rd day of October, 2001, by **INVERNESS DENTAL ASSOCIATES, L.L.C.**, an Alabama limited liability company ("Mortgagor"), and **SOUTHTRUST BANK**, an Alabama banking corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement dated as of the 24th day of January, 2001 (the "Mortgage"), and the Mortgage was recorded in Instrument #2001-02873 in the Office of the Judge of Probate of Shelby County, Alabama, on January 26, 2001 (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, Mortgagor has requested that Mortgagee loan additional funds to Mortgagor and, concurrently herewith, Mortgagor and Mortgagee are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Note, in order to provide for an increase of \$172,000.00 in the amount of the Loan secured by, among other things, the Mortgage, so that the principal amount of the Loan shall be increased from \$3,547,000.00 to \$3,719,000.00; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to increase the principal indebtedness secured by the Mortgage from \$3,547,000.00 to \$3,719,000.00 as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows:

10/25/2001-46080
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 275.00

Inst # 2001-46080

1. The term "Loan" as used in the Mortgage shall be deemed to mean the loan from the Mortgagee to the Mortgagor in the maximum principal amount of \$3,719,000.00 (instead of \$3,547,000.00), and, in furtherance of the foregoing, the words "Three Million Five Hundred Forty-Seven Thousand and No/100 Dollars" and the number "\$3,547,000.00" are deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "Three Million Seven Hundred Nineteen Thousand and No/100 Dollars" and the number "\$3,719,000.00" are hereby inserted in lieu thereof.

2. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized representative and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

INVERNESS DENTAL ASSOCIATES, L.L.C.

By: Charles D. M. L.
Its: Member

MORTGAGEE:

SOUTHTRUST BANK

By: [Signature]
Its: V.P.

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles D. Martin, whose name as Member of Inverness Dental Associates, L.L.C., an Alabama limited liability company, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 23 day of October, 2001.

(SEAL)



Notary Public

My Commission Expires: 2-13-03

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank Battle, whose name as Vice President of SouthTrust Bank, an Alabama banking 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 23rd day of October, 2001.

(SEAL)



Notary Public

My Commission Expires: 2-13-03

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