

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

**THIS AMENDMENT** is by and between **J & M PROPERTIES, L.L.C.** (hereinafter "Borrower") and **HONEA PROPERTIES, LLC** (also known as **HONEA PROPERTIES, L.L.C.**) (hereinafter "Accommodation Mortgagor") and is for the benefit **BANCORPSOUTH** (also known as **BANCORPSOUTH BANK**) (hereinafter "Bank").

**WHEREAS**, Borrower executed and delivered to Bank on August 10, 2006 a Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") which is recorded as Instrument 20060815000397720 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, the Mortgage secured a Note in the original principal amount of \$1,676,750.00 (which was incorrectly referred to in the Mortgage as in the amount of \$1,767,750.00) and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$2,651.70 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$2,883,250.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**WHEREAS**, in connection with this advance, Bank is requiring the Mortgage to be amended to add thereto

- i) the Accommodation Mortgagor along with Borrower as the mortgagors on the Mortgage and
- ii) all of the property described on Exhibit "B" attached hereto (hereinafter the "New Accommodation Property").

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,676,750.00 Note (incorrectly referred to in the Mortgage as a \$1,767,750.00 Note) executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$2,883,250.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$1,676,750.00 Note (incorrectly referred to in the Mortgage as a \$1,767,750.00 Note) executed on August 10, 2006, and all interest



thereon, and all extensions and renewals thereof, but also the \$2,883,250.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

3) The term "Mortgagor" as used in the Mortgage shall be defined to mean not only the Borrower but also the Accommodation Mortgage, jointly, severally and collectively.

5) The New Accommodation Property is hereby added to the Mortgage and to the property described in the Mortgage.

6) Accommodation Mortgagor does hereby grant, bargain, sell convey and mortgage (in accordance with the terms of the Mortgage) to Bank the New Accommodation Property.

Accommodation Mortgagor does further hereby confirm, affirm and ratify each and every term of the Mortgage (as amended hereby) just as if such Accommodation Mortgagor executed same.

In addition hereto, Borrower and Accommodation Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited and to cover not only the property described therein but also the New Accommodation Property

Borrower and Accommodation Mortgagor hereby agree and direct Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 14 day of March, 2007.

**J & M PROPERTIES, L.L.C.**

BY: [Signature]  
(Its Member)

**HONEA PROPERTIES, LLC (also known as HONEA PROPERTIES, L.L.C.)**

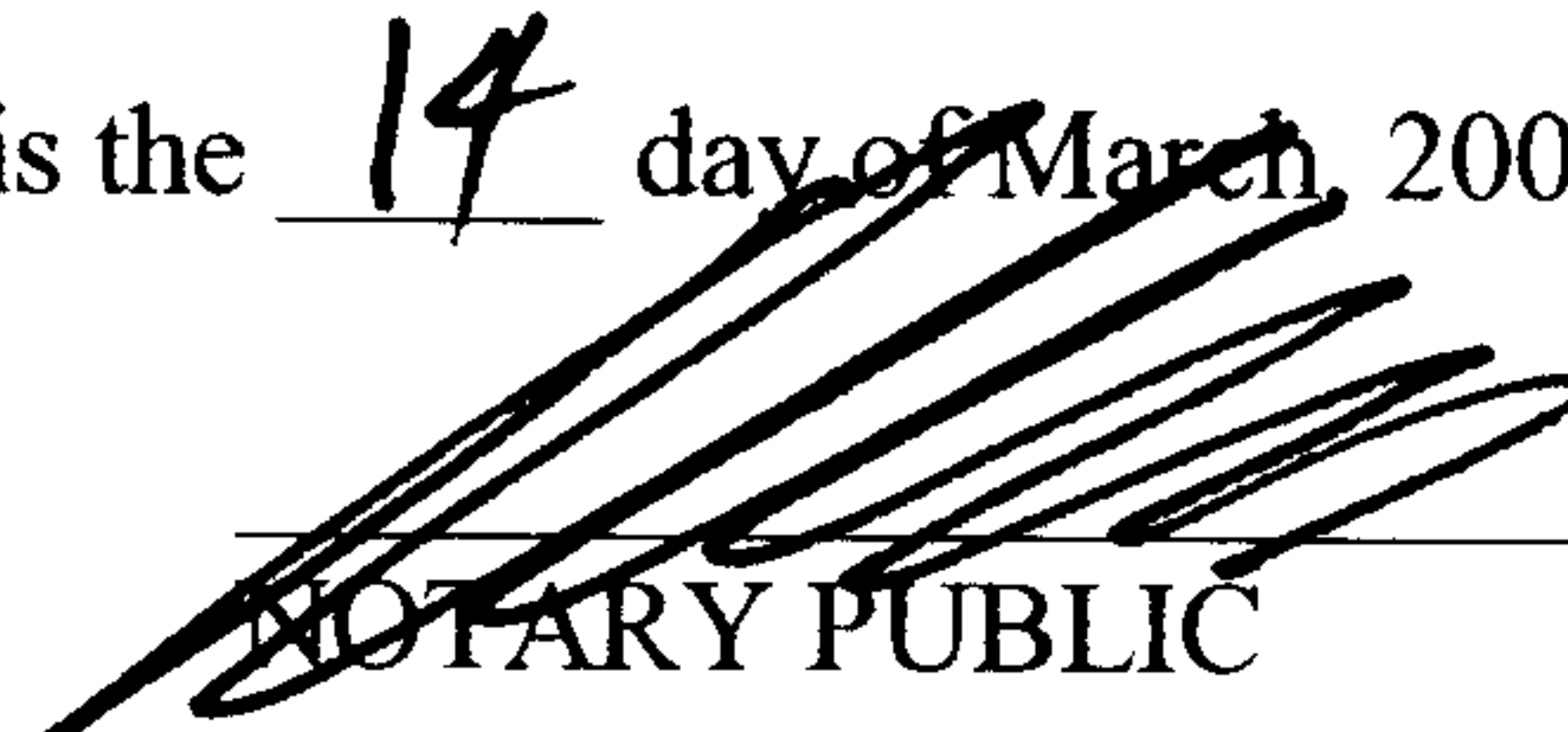
BY: [Signature]  
(Its Member and Manager)



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matt Tugner, whose name as member of J & M PROPERTIES, L.L.C., a 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, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

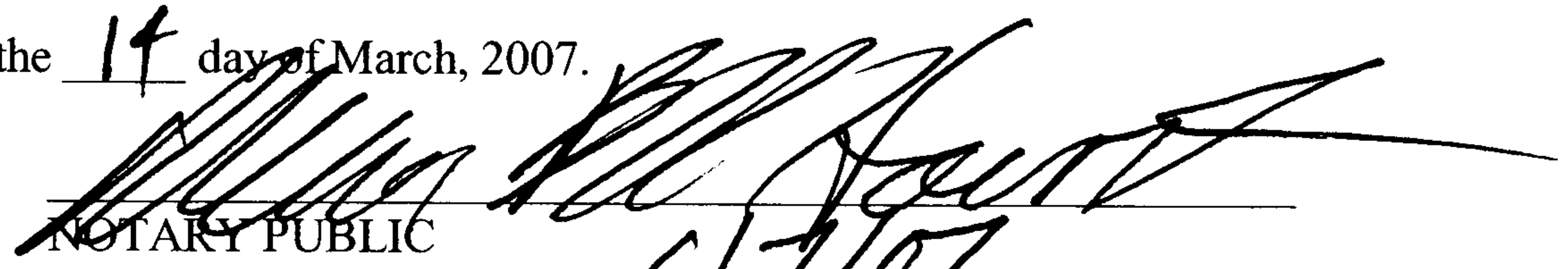
Given under my hand and official seal, this the 14 day of March, 2007.

  
NOTARY PUBLIC  
My Commission Expires: 6/1/07

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Jeff Honea, whose name as member and manager of HONEA PROPERTIES, LLC (also known as HONEA PROPERTIES, L.L.C.), a 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, as such member and/or manager, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.


Given under my hand and official seal, this the 14 day of March, 2007.

  
NOTARY PUBLIC  
My Commission Expires: 6/1/07

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor, 109 North 20th Street  
Birmingham, Alabama 35203  
(205) 328-4600

## EXHIBIT "A"

  
20070316000118540 4/5 \$4347.95  
Shelby Cnty Judge of Probate, AL  
03/16/2007 08:36:05AM FILED/CERT

SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , all situated in Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

ALSO

A 10 foot easement for use as a right of way described as commencing at the North side of the N  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and running parallel to the lot heretofore conveyed by William P. Powers, Sr. to T. C. Powers and said easement running adjacent to said lot and running to the North side of S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  herein described; being situated in Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

Less and except any part of subject property lying within a road right of way

**SUBJECT TO:** i) taxes and assessments for the year 2007, a lien but not yet payable; ii) mineral and mining rights and rights incident thereto recorded in Deed Book 178, page 419 and Real Volume 31, page 754; and iii) less and except any portion of subject property lying within a road right of way.



## EXHIBIT "B"

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, for the POINT OF BEGINNING of the property herein described; thence North 87 degrees 50 minutes 12 seconds East, along the South boundary line of said quarter-quarter section line for a distance of 363.01 feet; thence North 03 degrees 34 minutes 24 seconds West, a distance of 477.97 feet; thence North 61 degrees 09 minutes 32 seconds West, a distance of 880.00 feet; thence South 08 degrees 37 minutes 68 seconds East, a distance of 1042.46 feet to the South boundary line of the Southeast Quarter of the Northwest Quarter; thence North 87 degrees 50 minutes 12 seconds East along the South boundary line for a distance of 325.60 feet to the POINT OF BEGINNING.

Along with all easements benefiting the aforementioned property.

**SUBJECT TO:** i) taxes and assessments for the year 2007, a lien but not yet payable; ii) mineral and mining rights and rights not owned by HONEA PROPERTIES, LLC; and iii) less and except any portion of subject property lying within a road right of way.