

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

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on August 23, 1999 by **DPCS, L.L.C.**, a limited liability company (hereinafter "Borrower") in favor of **THE BANK** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 1999-35545 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 \$500,000.00 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$750.00 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$60,000.00, 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.

**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 \$500,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$60,000.00 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 Debt evidenced by the \$500,000.00 Note executed on August 23, 1999 and all interest thereon, and all extensions and renewals thereof, but also the \$60,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

Inst # 1999-39105

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 13 day of September, 1999.

DPCS, L.L.C.

BY: PR Chitwood

(Its Member)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick R. Chitwood, whose name as Member of DPCS, 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/she, as such member, and with full authority, executed the same voluntarily, as an act of said company.

Given under my hand and official seal, this the 13<sup>th</sup> day of September, 1999.

Mary K. Band

NOTARY PUBLIC

My Commission Expires: Notary Public, Alabama, State at Large  
My Commission Expires February 16, 2000

**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"**

**TO**

**AMENDMENT**

**to**

**MORTGAGE**

**ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT**

**AFFIDAVIT AND INDEMNITY**

**Borrower:** DPCS, L.L.C.  
**Lender:** THE BANK

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the SW corner of Lot 1-A, a Resurvey of Lot 1 of Riverchase Office Park, Phase II, as recorded in Map Book 14 page 77 in the Probate Office of Shelby County, Alabama; run in a northwesterly direction along the West line of said Lot 1-A for a measured distance of 338.00 feet to an existing iron rebar being the most westerly corner of said Lot 1-A and being on the South right of way line of Riverchase Office Road, said right of way line being curve and said curve being concave in a northeasterly direction and having a central angle of 70 deg. 35 min. 44 sec. and a radius of 65.0 feet; thence turn an angle to the left (33 deg. 49 min. 04 sec. to the chord of said curve) and run in a northwesterly direction along the arc of said curve for a distance of 80.09 (chord measures 75.12 feet) to an existing iron rebar; thence turn an angle to the left (78 deg. 49 min. 54 sec. from the chord of last mentioned curve) and run in a southwesterly direction for a measured distance of 226.53 feet to an existing iron pin; thence turn an angle to the left of 64 deg. 17 min. 53 sec. and run in a southerly direction for a distance of 320.20 feet to an existing iron pin; thence turn an angle to the left of 94 deg. 27 min. 28 sec. and run in an easterly direction for a distance of 268.0 feet, more or less, to the point of beginning.

Being situated in Shelby County, Alabama.

**Inst # 1999-39105**

**09/20/1999-39105  
08:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 103.50**