

Record in Shelby County

**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 April 29, 2005 by **TIMBERLAKE DEVELOPMENT, LLC** (hereinafter "Borrower") in favor of **ALiant BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20050505000216620 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 \$2,100,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$3,150.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$987,500.00, 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 this additional advance does not change the maturity date of the Mortgage or of the \$2,100,000.00 Note executed therewith

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 \$2,100,000.00 Note executed in connection therewith and of the interest thereon, but also an additional advance or loan of \$987,500.00 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 \$2,100,000.00 Note executed on April 29, 2005, all interest thereon, but also the \$987,500.00 advance or loan being made in connection herewith, all interest thereon.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage 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 a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 19 day of September, 2005.

TIMBERLAKE DEVELOPMENT, LLC

BY: [Signature]
Connor Farmer (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 Connor Farmer, whose name as Member of TIMBERLAKE DEVELOPMENT, LLC, 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 its capacity as aforesaid.

Given under my hand and official seal, this the 19 day of September, 2005.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6/7/07

**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"

A Parcel of land situated in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Section 13, Township 20 South, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 225.37 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 1,114.17 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 346.81 feet to the Westerly right of way of U.S. Highway # 31 (200' ROW); thence South 27 degrees 43 minutes 08 seconds West and along said right of way, a distance of 354.35 feet; thence North 89 degrees 21 minutes 51 seconds West and leaving said right of way, a distance of 841.34 feet to a point on the easterly right of way line of Shelby County Highway #105 (Bearden Road – 80' ROW) said point being the point of a non tangent curve to the left having a radius of 1100.00 feet, a central angle of 23 degrees 00 minutes 58 seconds and subtended by a chord which bears North 15 degrees 44 minutes 09 seconds West a chord distance of 438.91 feet; thence northerly along the curve and said right of way an arc distance of 441.88 feet; thence North 27 degrees 14 minutes 38 seconds West and along said right of way, a distance of 16.50 feet to the point of a non tangent curve to the left, having a radius of 70.83 feet having a central angle of 47 degrees 24 minutes 51 seconds and subtended by a chord which bears North 22 degrees 55 minutes 36 seconds East a chord distance of 56.96 feet; thence northeasterly along curve and leaving said right of way an arc distance of 58.62 feet; thence North 00 degrees 46 minutes 50 seconds West, a distance of 175.35 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2005, a lien but not yet payable; ii) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 223 page 80, Deed 102 page 397, Deed 127 page 597 and Deed 134 page 37 in the Probate Office; iii) Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Deed 102 page 17 and Deed 76 page 259 in the Probate Office; iv) Less and except any portion of land lying within US Highway 31 right of way; v) Less and except any portion of land lying within County Road No. 105; and vi) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.