03/23/2006 12:23:52PM FILED/CERT AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT Mortgagor (last name first): Mortgage and Security Agreement (as recorded): Holcombe Development, LLC, Shelby County of Record 2005093000051060 1/5 Volume Page 2060 Eagle Ridge DRive 09/30/2005 Mailing Address Date of Record Birmingham AL 35150 Frontier Bank City State Zip Instrument Prepared STATE OF ALABAMA COUNTY OF Shelby KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of Frontier Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect. NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement ishereby amended as follows [check applicable box(es)]: Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below: Principal Sum of Indebtedness, as Recorded: \$ 313,600.00 Α. B. Increase in Principal Sum of Indebtedness: \$ 48,000.00 C. Principal Sum of Indebtedness, as Amended \$ 361,600.00 The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured. Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement: TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever. Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof: Other: IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 8th day of March 2006 MORTGAGOR: Holcombe Development, LLC (Individual) Holcombe Development, LLC, (Corporate or Other)

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Additional Terms on Reverse Side

CERTIFICATE

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| indebtednes owner agre advances is | es that no ac paid into the | dditional or substance appropriate Judg | equent advances se of Probate offic | will be made ce no later that | of this Mortgage hereby certifies that the amount of upon which the mortgage tax is paid herewith, and under this Mortgage unless the Mortgage tax on such each September hereafter or a document evidencing such id tax applicable thereto paid. |
| | Holcombe Deve and Volume a | | | Moı | rtgagee: Frontier Bank |
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| that | | | | , whose name | blic in and for said County, in said State, hereby certify is signed to the foregoing conveyance and who is known |
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| Giv | en under my h | and and official s | seal, this | | |
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| executed the | e same volunta | | being informed or he same bears dat | se name is signo | Public in and for said County, in said State, hereby certify ed to the foregoing conveyance and who is known to me, of the conveyance, |
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| of who is known | ounse forme, | acknowledged The same bears | before me on to, as such officers | his day that, | Public in and for said County, in said State, hereby certify Lease - , is signed to the foregoing conveyance, and being informed of the contents of said conveyance, thority, executed the same voluntarily for and as the act of |
| | | and and official s | | day o | 1 March 200 |
| | | | | Notary | ALLIA S. AMMINO |
| | | | | My Coi | nmission expires: ALABAMA STATE AT LARGE MY COMMISSION EXPIRES |
| This Instrumer | nt Prepared By: | | | | JUNE 15, 2009 |
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