

This instrument prepared by:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue  
P. O. Box 55727  
Birmingham, Alabama 35255-5727

This instrument to be cross-indexed with  
indexed with the Mortgage and Security  
Agreement recorded in Instrument  
#20060217000080120

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

STATE OF ALABAMA       )  
SHELBY COUNTY         )

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**  
("Amendment") is made and entered into effective as of the 14th day of September, 2006, by  
**INVERNESS DENTAL ASSOCIATES, L.L.C.**, an Alabama limited liability company ("Mortgagor"),  
and **SOUTHPOINT BANK**, an Alabama banking corporation ("Mortgagee").

**WHEREAS**, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement  
dated as of the 15th day of February, 2006, and recorded in the Office of the Judge of Probate of Shelby  
County, Alabama, on February 17, 2006, in Instrument #20060217000080120 (the "Mortgage") (all  
capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to  
them in the Mortgage); and

**WHEREAS**, the Mortgage secured, among other indebtedness, a loan in the original principal  
amount of \$3,475,000.00 (the "Original Loan"); and

**WHEREAS**, Mortgagor has repaid in full the outstanding balance of the Original Loan secured  
by the Mortgage by the refinancing thereof pursuant to a new loan made by the Mortgagee to the  
Mortgagor in the principal amount of \$3,452,363.38 (the "Refinance Loan"), and, to provide for, secure  
or other evidence such Refinance Loan, concurrently herewith Mortgagor is delivering to Mortgagee,  
among other items, a loan agreement and a promissory note in the principal amount of \$3,452,363.38, and  
Mortgagor and Mortgagee are also amending the Mortgage and the Assignment to secure the Refinance  
Loan; and

**WHEREAS**, Mortgagor and Mortgagee have agreed to amend the Mortgage in order to secure thereunder all indebtedness of the Mortgagor to the Mortgagee arising in connection with the Refinance Loan.

**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:

1. The Mortgage is hereby amended as follows:

(a) The initial **WHEREAS** paragraph set forth in the Mortgage is hereby deleted in its entirety and the following new paragraph substituted in lieu thereof:

**"WHEREAS**, Mortgagor is justly indebted to Mortgagee in the principal amount of up to Three Million Four Hundred Fifty-Two Thousand Three Hundred Sixty-Three and 38/100 Dollars (\$3,452,363.38) (the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Loan Agreement between Mortgagor and Mortgagee dated as of September 14, 2006 (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, referred to as the "Loan Agreement"), as evidenced by a Promissory Note dated as of September 14, 2006, payable to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such Promissory Note, referred to as the "Note"), and payable as provided for in the Note [all of the Note, the Loan Agreement, this Mortgage, the Assignment of Rents and Leases from Mortgagor to Mortgagee dated as of February 15, 2006, as amended by that certain First Amendment to Assignment of Rents and Leases dated as of September 14, 2006 (hereinafter, as so amended, and together with any and all further extensions, revisions, modifications or amendments thereto at any time made, referred to as the "Assignment of Rents and Leases"), and any and all other documents and instruments relating to the Loan, whether heretofore, simultaneously herewith or hereafter delivered, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"]; and

(b) In furtherance of the provisions of Paragraph 1(a) above, as used in the Mortgage:

(i) The term "Loan" or any other terminology intending to refer to the principal indebtedness secured by the Mortgage shall be deemed to mean the indebtedness owing by the Mortgagor to the Mortgagee in the principal amount of \$3,452,363.38; and

(ii) The terms "Loan Agreement", "Note", "Assignment of Rents and Leases", and "Loan Documents" shall have the meanings ascribed thereto in the WHEREAS paragraph as restated in Paragraph 1(a) of this Amendment.

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. Martin  
Its: Member

**MORTGAGEE:**

**SOUTHPOINT BANK**

By: Fuh J. Butler  
Its: Chief Lending Officer

**STATE OF ALABAMA        )**  
**COUNTY OF SHELBY        )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles Douglas Martin, whose name as a 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 the 14th day of September, 2006.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 2/13/07


20060918000461940 4/4 \$5198.60  
Shelby Cnty Judge of Probate, AL  
09/18/2006 12:43:15PM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank K. Battle, whose name as Chief Lending Officer of SouthPoint 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 the 14th day of September, 2006.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/13/07