

STATE OF ALABAMA)

SHELBY COUNTY)

20061228000634130 1/3 \$1502.00
Shelby Cnty Judge of Probate, AL
12/28/2006 03:50:26PM FILED/CERT

**FIRST AMENDMENT TO MORTGAGE AND
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is made and entered into as of the 28th day of December, 2006, by and between **WYNLAKE DEVELOPMENT, LLC** ("Mortgagor") and **RED MOUNTAIN BANK, N.A.** ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated September 28, 2004, recorded as instrument number 20040929000538320 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Mortgagor has requested Mortgagee to extend additional credit to Mortgagor, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Amendment;

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

1. The definition of "Notes" in the Mortgage is hereby amended in its entirety to mean that certain Promissory Note in the principal amount of One Million Nine Hundred and Eighty-Five Thousand and No/100 Dollars (\$1,985,000.00) of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof.

2. The amount of indebtedness secured by the Mortgage is hereby increased from \$995,000.00 to \$1,985,000.00. The amount of new indebtedness secured hereby is \$990,000.00. The maturity date of the indebtedness is not being extended in time of maturity.

3. Except as amended hereby, the Mortgage remains in full force and effect and its provisions are ratified and affirmed.

Walter G. Gorman Rollins



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IN WITNESS WHEREOF, parties have executed this Amendment as of the date first above written.

MORTGAGOR:

WYNLAKE DEVELOPMENT, LLC,
an Alabama limited liability company

By: SERMA Holdings, LLC,
an Alabama limited liability company,
Its Operating Manager

By:



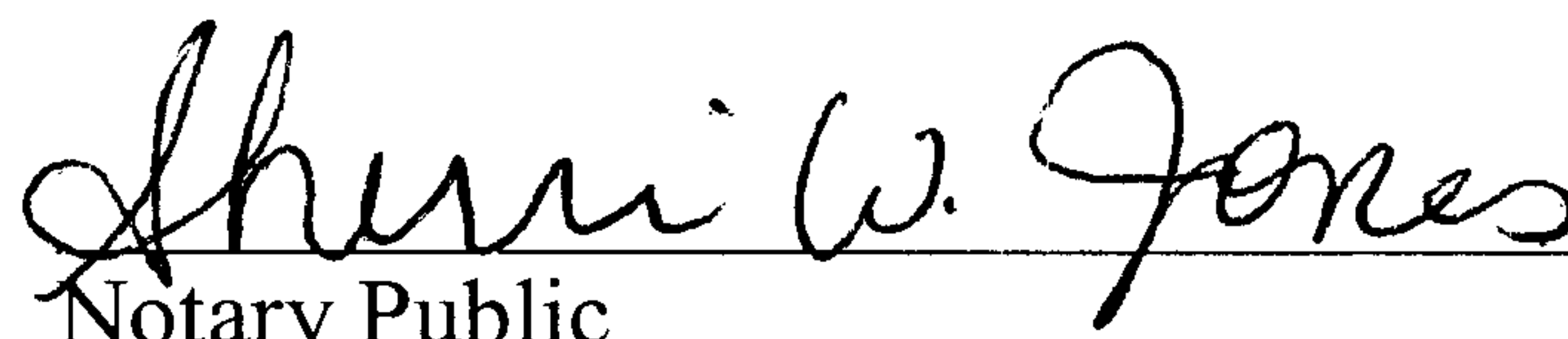
J. Michael White
Its Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Michael White, whose name as manager of SERMA Holdings, LLC, a limited liability company, which is the operating manager of Wynlake 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 thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 28th day of December, 2006.

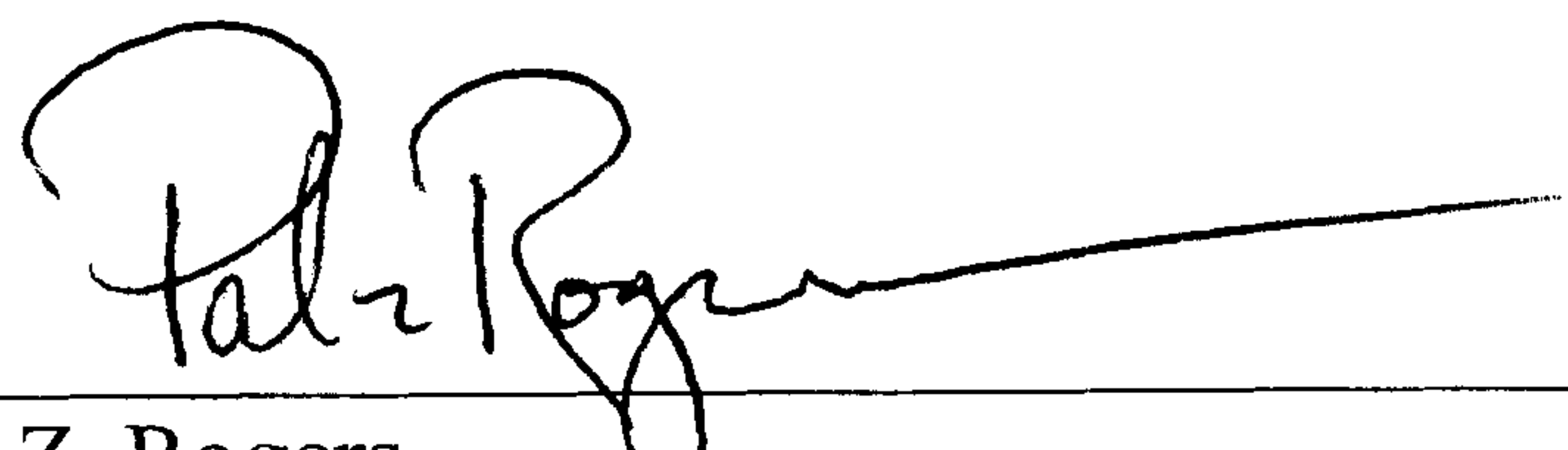


Notary Public

My Commission Expires: 1/12/08

MORTGAGEE:

RED MOUNTAIN BANK, N.A.

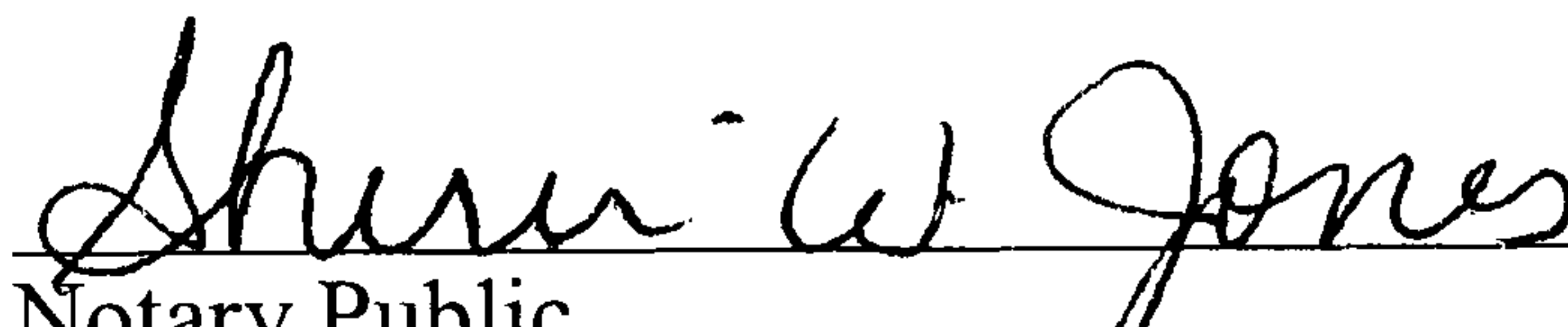
By: 
Paul Z. Rogers
Its Executive Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Z. Rogers, whose name as Executive Vice President of Red Mountain Bank, N.A., a corporation, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28th day of December, 2006.


Notary Public

My Commission Expires: 1/12/08