

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

S & M Development, LLC

1205 Ashville Road, Suite 200

MontevalloAL3-5115

CityStateZip

STATE OF ALABAMA

COUNTY OF Shelby

Mortgage and Security Agreement (as recorded):

Shelby County

Inst. No. 20061206000591370

December 6, 2006

Frontier Bank

County of Record

Volume

Date of Record

Instrument Prepared

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 is hereby 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:
- A. Principal Sum of Indebtedness, as Recorded: \$ 450,000.00

B. Increase in Principal Sum of Indebtedness: \$ 300,000.00

C. Principal Sum of Indebtedness, as Amended \$ 750,000.00

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.

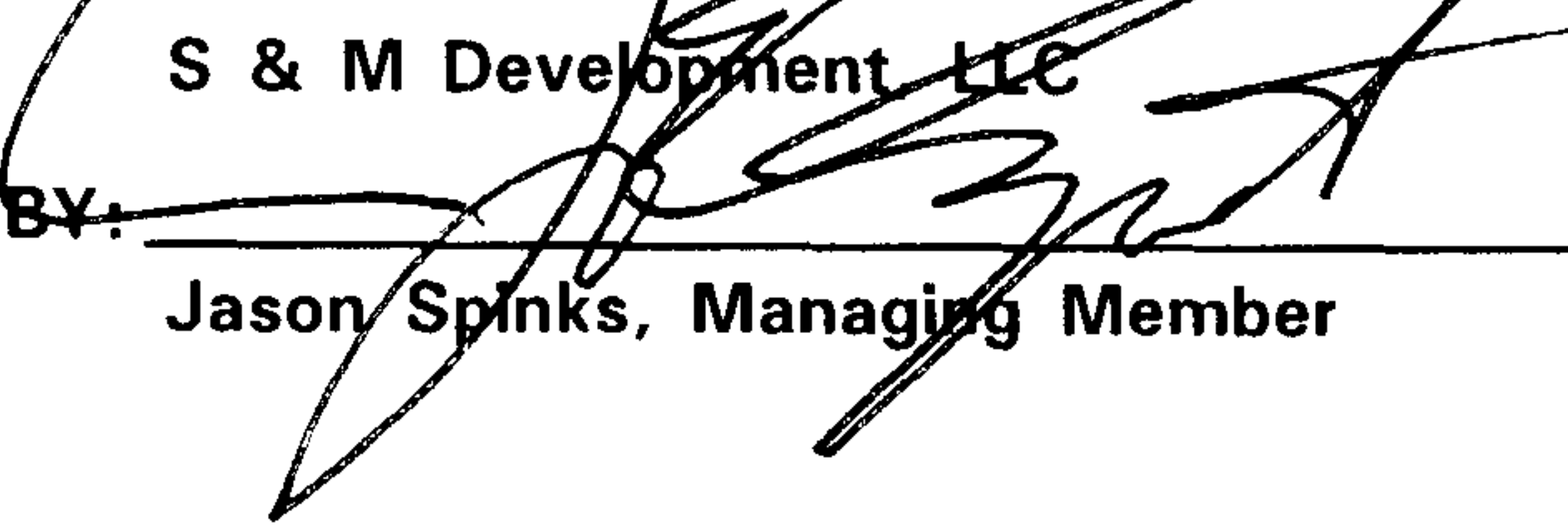
- ☒ Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:
See Exhibits "A"

- ☐ 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 18th day of January 2007

S & M Development, LLC

BY: 

Jason Spinks, Managing Member

1-18-07

Date

Date

Date

Date

Date

Date

CERTIFICATE

State of Alabama
County of Shelby

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$750,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: S & M Development, LLC
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: Frontier Bank

By: [Signature]
David Chunn Jr

Asst Vice President

Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

Notary Public

My Commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

Notary Public

My Commission expires: _____

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, _____, a Notary Public in and for said County, in said State, hereby certify that Jason Spinks, whose name as Managing Member of STM Development, a LLC, is signed to the foregoing conveyance, and who is known to me, he acknowledged before me on this day that, being informed of the contents of said conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 18th day of January, 2007.

Notary Public [Signature]

My Commission expires: 6/21/09

This Instrument Prepared By:

Frontier Bank
16863 Highway 280
Chelsea, AL 35043
O David Chunn Jr, Asst Vice President



20070131000047930 2/4 \$470.00
Shelby Cnty Judge of Probate, AL
01/31/2007 04:00:19PM FILED/CERT

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK

PAGE

EXHIBIT A

PARCEL I:

A part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the SW corner of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, and run North 00°20'45" West along the West line of said 1/4 - 1/4 section and along an existing barbed wire fence a distance of 944.38 feet to a set steel rebar corner at a fence corner; thence run North 85°12'57" East along an existing barbed wire fence a distance of 606.15 feet to a steel corner at a fence corner; thence run South 02°04'21" East along an existing barbed wire fence a distance of 474.98 feet to a found 3 inch open top pipe corner at a fence corner; thence run South 82°15'22" West along an up and down barbed wire fence a distance of 283.59 feet to a found 3 inch open pipe corner; thence run South 01°58'03" West along an up and down barbed wire fence a distance of 488.31 feet to a set steel corner on the South line of said 1/4 - 1/4 section; thence run North 88°55'11" West along said South line of said 1/4 - 1/4 section a distance of 317.80 feet to the point of beginning; situated in Shelby County, Alabama.

PARCEL II:

A part of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East, more particularly described as follows:

Commence at the NE corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and run thence North 88°55'11" West along the North line of said section a distance of 684.17 feet to a steel rebar corner and the point of beginning of the property being described; thence continue last described course along an existing fence line a distance of 268.35 feet to a steel rebar corner; thence run South 03°11'49" East along the East line of White Oak Street a distance of 240.86 feet to a found steel corner; thence run North 78°51'05" East a distance of 107.79 feet to a found steel corner; thence run South 84°33'02" East a distance of 160.25 feet to a found steel corner; thence run North 02°35'34" West a distance of 230.04 feet to the point of beginning, situated in Shelby County, Alabama.

A 60 foot right of way easement for ingress and egress being described as follows:

Commence at the NE corner of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East; thence run North 88°55'11" West along the North line of said 1/4 - 1/4 for 1017.79 feet to a found 1/2 inch rebar; thence continue on the last described course for 30.00 feet to the point of beginning of a 60 foot right of way for ingress and egress lying 30 feet on either side of the following described centerline; thence run South 01°04'49" West for 163.72 feet; thence run South 83°42'29" East for 78.29 feet; thence run South 03°11'49" East for 242.11 feet; thence run South 02°55'21" West for 264.12 feet; thence run South 34°28'53" West for 55.04 feet to its intersection with the centerline of Shelby County Highway No. 155 and the end of said right of way, being situated in Shelby County, Alabama.

PARCEL III:

A parcel of land situated in the South 1/2 of Fractional Section 1, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" pipe in place accepted as the Southeast corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point proceed North 02°13'28" West for a distance of 1264.44 feet to a 2 1/2" pipe in place; thence proceed North 65°29'33" West along a fence for a distance of 904.71 feet to a 2 1/2" pipe in place being located on the Easterly right of way of Shelby County Highway No. 19; thence proceed Southeasterly along the Easterly right of way of said highway and along the curvature of a concave curve right having a delta angle of 27°06'03" and a radius of 714.01 feet for a chord bearing and distance of South 26°51'59" East, 334.59 feet to the P.T. of said curve; thence

Signed for identification.
S & M Development, LLC

Jason Sparks, Managing Member

Date

Date

Date

Date

Date

Date

EXHIBIT A

proceed South 13°19'16" East along the Easterly right of way of said road for a distance of 1009.16 feet to a 1/2" capped rear in place, said point being the P.C. of a concave curve right having a delta angle of 10°02'12" and a radius of 1522.61 feet; thence proceed Southeasterly along the Easterly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 18°21'12" East, 266.38 feet to a 1/2" capped rebar in place; thence proceed South 75°23'32" East for a distance of 418.20 feet to the point of beginning.

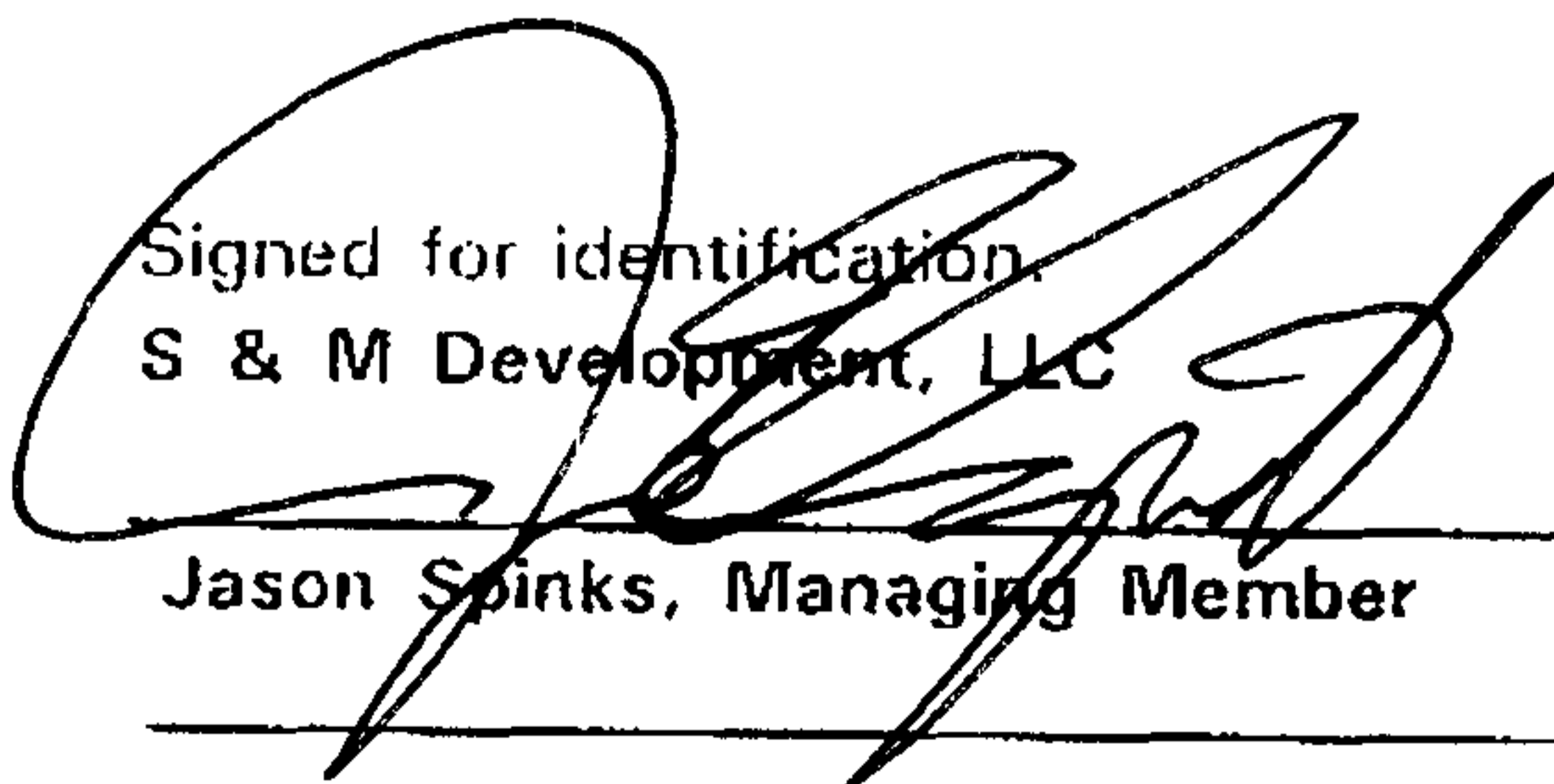
PARCEL IV:

A parcel of land in the South 1/2 of Fractional Section 1, and part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" open top pipe in place accepted as the Southwest corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 88°02'46" West for a distance of 443.36 feet to a 1" open top pipe in place; thence proceed North 88°44'43" West for a distance of 554.57 feet (set 1/2" rebar); thence proceed North 01°34'51" East for a distance of 513.51 feet to a 2 1/2" open top pipe in place; thence proceed North 84°11'20" East along a fence for a distance of 283.63 feet to a 2 1/2" open top pipe in place; thence proceed North 45°09'22" East along a fence for a distance of 202.15 feet to a 2 1/2" open top pipe in place; thence proceed North 63°23'33" East for a distance of 578.51 feet; thence proceed North 01°32'49" West for a distance of 320.50 feet to a 2 1/2" open top pipe in place; thence proceed South 65°33'28" East for a distance of 476.35 feet to a 1/2" capped rebar in place, said point being located on the Westerly right of way of Shelby County Highway No. 19; thence proceed South 45°17'14" East along the Westerly right of way of said highway for a distance of 150.34 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 31°57'33" and a radius of 634.07 feet; thence proceed Southwesterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 29°17'55" East, 349.11 feet to the P.T. of said curve being a 1/2" capped rebar in place; thence proceed South 13°19'34" East along the Westerly right of way of said road for a distance of 1009.23 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 07°24'15" and a radius of 1602.61 feet; thence proceed Southeasterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 16°56'01" East, 206.96 feet to a 3/4" rebar in place; thence proceed North 65°03'54" West along a fence for a distance of 342.36 feet; thence proceed North 68°38'21" West along a fence for a distance of 101.64 feet; thence proceed North 69°37'11" West along a fence for a distance of 42.57 feet; thence proceed North 65°24'33" West along a fence for a distance of 34.33 feet; thence proceed North 61°22'12" West along a fence for a distance of 45.10 feet; thence proceed North 59°30'10" West along a fence for a distance of 225.11 feet to a 1/2" rebar in place; thence proceed North 58°38'57" West along a fence for a distance of 286.79 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

Signed for identification,
S & M Development, LLC



Jason Spinks, Managing Member

1-18-07

Date

Date

Date



20070131000047930 4/4 \$470.00
Shelby Cnty Judge of Probate, AL
01/31/2007 04:00:19PM FILED/CERT