

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (the "First Amendment") is made effective as of July 14, 2007, between **HAWTHORN PLACE, LLC**, an Alabama limited liability company (the "Borrower"), and **CADENCE BANK, N.A.**, a national banking association (the "Bank").

**WHEREAS**, Borrower executed and delivered in favor of Bank that certain Mortgage and Security Agreement dated as of January 17, 2007, recorded as Instrument Number 20070123000036380 in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

**WHEREAS**, Borrower and Bank desire to amend the Mortgage in order to increase the principal indebtedness secured thereby from \$8,869,000.00 to \$8,939,000.00, as provided for hereinafter.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. The first WHEREAS paragraph on the first page of the Mortgage is hereby deleted in its entirety, and the following new first WHEREAS paragraph is substituted in lieu thereof:

**WHEREAS**, Borrower is justly indebted to Bank in the principal amount of Eight Million Nine Hundred Thirty-Nine Thousand and No/100 Dollars (\$8,939,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being represented by the Construction/Term Note; and

2. The Mortgage is hereby amended to provide that the maximum principal indebtedness secured by the Mortgage is \$8,939,000.00 (\$70,000.00 of such amount being the amount of increased indebtedness on which mortgage recording tax is due upon the recording of this First Amendment).

3. Except as hereinabove expressly amended the terms of the Mortgage are hereby ratified and affirmed.

\* \* \* \* \*

IN WITNESS WHEREOF, this First Amendment has been duly executed as of the day and year first above written.

HAWTHORN PLACE, LLC

By: 

John Benner, its Manager

CADENCE BANK, N.A.

By: \_\_\_\_\_


Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Benner, whose name as Manager of Hawthorn Place, LLC, 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, as such Manager 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 16 day of July, 2007.

 [SEAL]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9-30-09

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Cadence Bank, N.A., a national banking association, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the \_\_\_\_\_ day of July, 2007.

[SEAL]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, this First Amendment has been duly executed as of the day and year first above written.

HAWTHORN PLACE, LLC

By: \_\_\_\_\_  
John Benner, its Manager

CADENCE BANK, N.A.

By: Jon Farmer  
Its: President and CEO

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Benner, whose name as Manager of Hawthorn Place, LLC, 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, as such Manager 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 \_\_\_\_\_ day of July, 2007.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon Farmer, whose name as President and CEO of Cadence Bank, N.A., a national banking association, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 19th day of July, 2007.

Cheryl Marie Ezell [SEAL] My Commission Expires  
Notary Public Feb. 12, 2011  
My Commission Expires: Feb. 12, 2011

