

STATE OF ALABAMA
COUNTY OF SHELBY

**FIRST AMENDMENT
TO REAL ESTATE MORTGAGE**

This Amendment (the "Amendment") is made and entered into on the 12th day of September, 2007, by and between **RM Properties, LLC**, (hereinafter called the "Mortgagor" or "Borrower", whether one or more) and **First United Security Bank**, (hereinafter called the "Mortgagee").

RECITALS

A. On July 11, 2006, Mortgagee loaned Mortgagor \$1,485,600.00, and Mortgagor executed a Promissory Note (the "Note") in favor of the Mortgagee (the "Loan")

B. The Mortgagor has executed a Real Estate Mortgage (the "Mortgage") in favor of the Mortgagee, which Mortgage is recorded in Inst # 20060714000340750, in the Probate Office of Shelby County, Alabama. The Mortgage grants a security interest in, among other things, the real estate described in Exhibit "A" attached hereto (the "Secured Real Estate"). The Mortgage secures, among other things, all advances made by the Mortgagee to the Borrower under the Note, or any extension, renewal or substitution thereof, up to a maximum principal amount at any one time outstanding not exceeding the \$1,485,600.00.

C. A portion of the Secured Real Estate has been subdivided and recorded as the Final Plat of Creekwater Phase One, as recorded in Map Book 38, Page 138, in the Probate Office of Shelby County, Alabama. Mortgagor has sold Lots 1, 2, 5, 6, 11, 12, 13, 14, 17 and 19 of this phase and Mortgagor has released these lots from the Mortgage.

D. Mortgagor has paid down the principal and interest of the Loan, and Mortgagor and Mortgagee are amending the terms of the Loan pursuant to a new promissory note in the amount of \$1,485,000.00 and other loan documents of even date herewith.

E. The Mortgagor and Mortgagee desire to amend the mortgage to reflect the forgoing recitals and Mortgagors execution of the promissory note and other loan documents of even date herewith.

NOW, THEREFORE, in consideration of the premises, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

1. The Mortgage shall be amended to reflect that Mortgagor is executing the promissory note and other loan documents of even date herewith. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of

this Mortgage Amendment. Each reference to "Secured Debt", "Promissory Note" or any other loan document shall be deemed to be references to said documents, as amended hereby.

2. The legal description is hereby amended to reflect the plat of the subdivision involving a portion of the secured property as well as the release of certain lots within the subdivision by Mortgagee. The amended legal description is set forth in Exhibit "B" attached hereto.

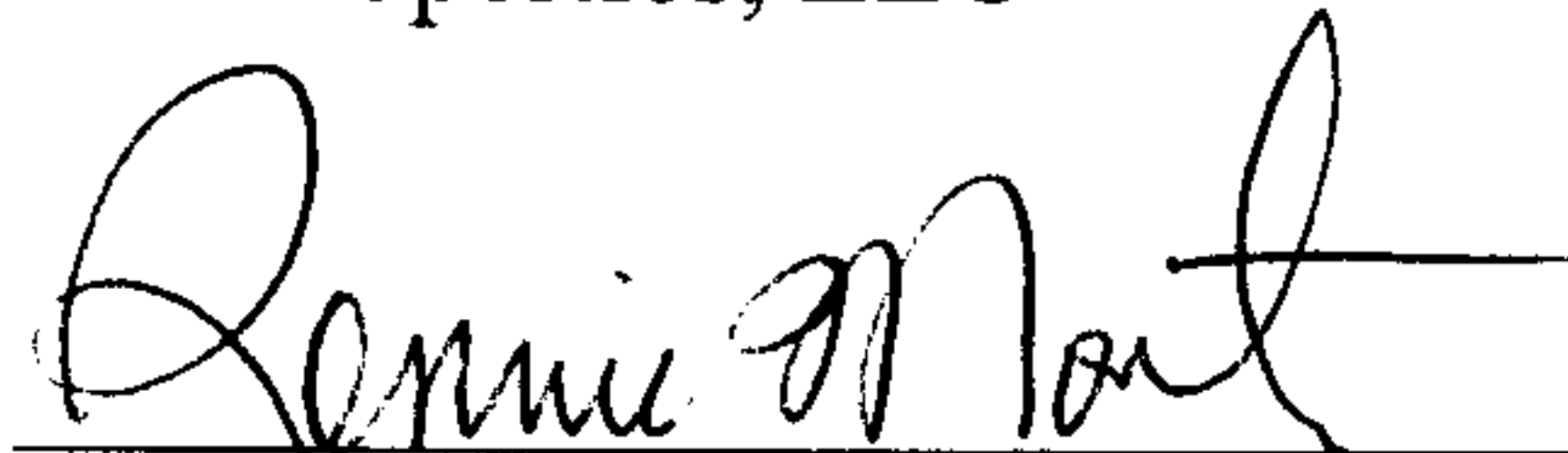
3. As amended herein, each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, Mortgage, the Note or any of the Loan Documents.

4. This Mortgage Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 12th day of September, 2007.

RM Properties, LLC



By: Ronnie Morton

Its: Managing Member

First United Security Bank



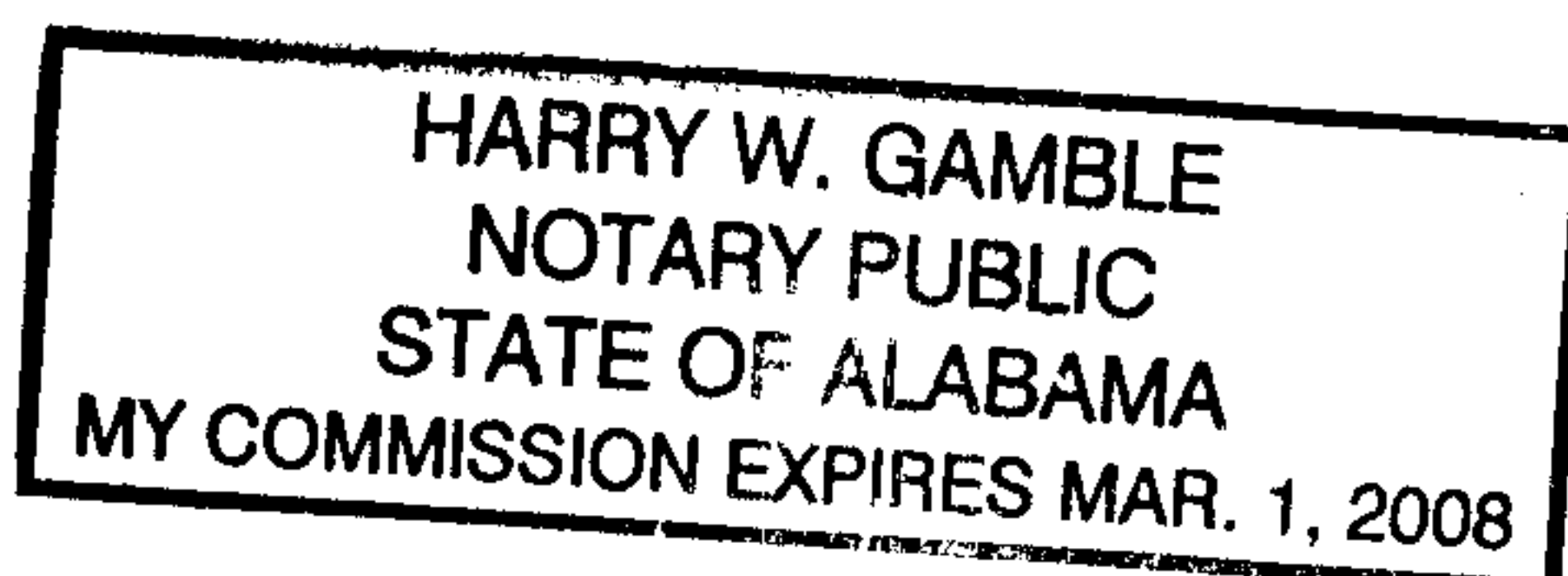
By: Ed Oliver

Its: Vice President

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Ronnie Morton** whose name as **Managing Member** of **RM Properties, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company as Managing Member of said limited liability company..

Given under my hand this 12th day of September, 2007.

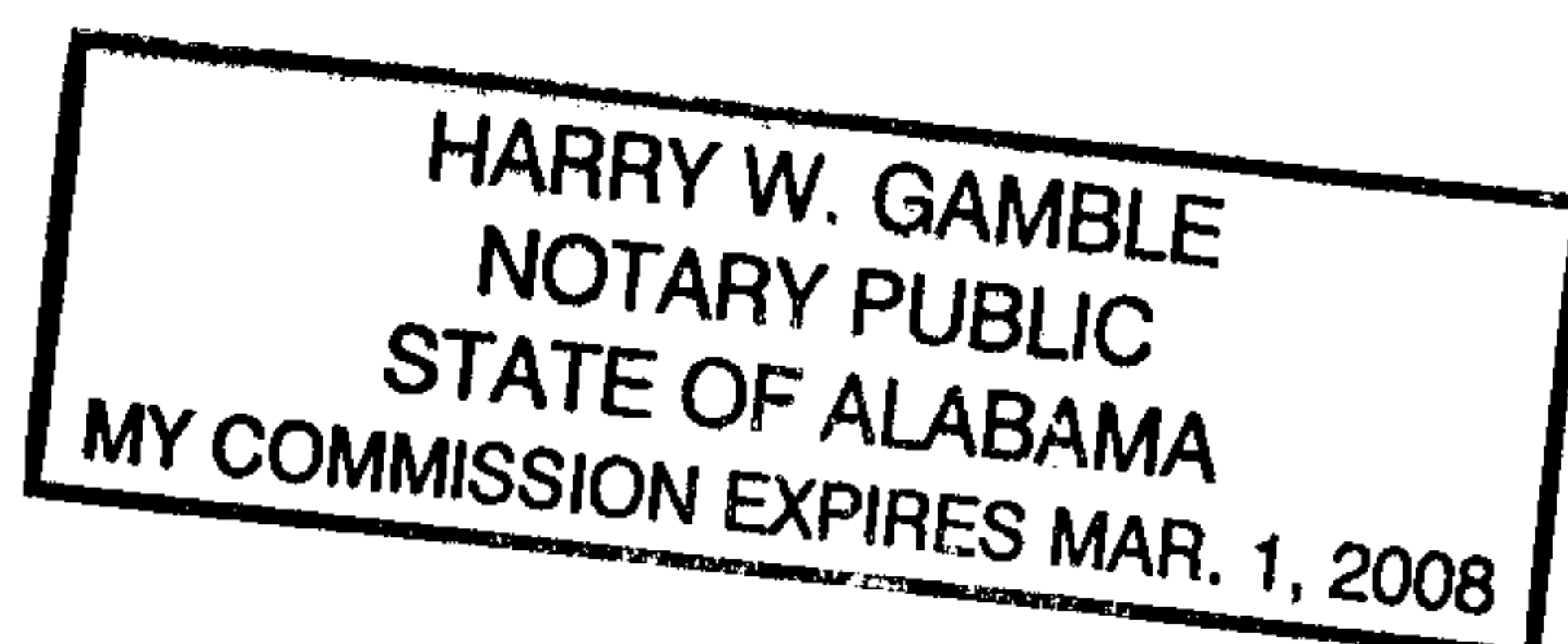


[Signature]
Notary Public
My commission expires: _____

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Ed Oliver**, whose name as **Vice President** of **First United Security Bank** 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 12th day of September, 2007.



[Signature]
Notary Public
My Commission Expires: _____

Exhibit A

Legal Description

A tract of land located in Sections 26 and 27, Township 20 South, Range 4 West, of the Huntsville, Principal Meridian, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of Section 26; thence east along the northern boundary of Section 26, 170 feet, more or less, to the centerline of the Norfolk Southern Railway, said point being the **point of beginning** of a tract of land herein described; thence continue east along the northern boundary of Section 26, 225 feet, more or less, to the centerline of Shelby County Road # 93; thence south and southeasterly along the centerline of County Road # 93, 1740 feet, more or less, to the centerline of Hurricane Creek; thence south and southwesterly along the centerline of Hurricane Creek to a point 215.0 feet north of the southern boundary of the South-West quarter of the North-West quarter of Section 26; thence west and parallel to the southern boundary of the South-West quarter of the North-West quarter of Section 26 and the South-East quarter of the North-East quarter of Section 27 to a point on the west boundary of the South-East quarter of the North-East quarter of Section 27, said point being 215.0 feet north of the Southwest corner of said quarter-quarter; thence north along the west boundary of the South-East quarter of the North-East quarter of Section 27, 400 feet, more or less, to the centerline of the Norfolk Southern Railway; thence northeasterly 900 feet, more or less, along the centerline of the Norfolk Southern Railway to the north boundary of the South-East quarter of the North-East quarter of Section 27; thence east 800 feet, more or less, along the north boundary of the South-East quarter of the North-East quarter of Section 27 to the Southwest corner of the North-West quarter of the North-West quarter of Section 26; thence north 1100 feet, more or less, along the west boundary of the North-West quarter of the North-West quarter of Section 26 to the centerline of the Norfolk Southern Railway; thence northeasterly along the centerline of said railway to the **point of beginning**.

EXHIBIT 'B'

20070918000438380 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/18/2007 03:32:58PM FILED/CERT

Legal Description

A tract of land located in Sections 26 & 27, Township 20 South, Range 4 West, of the Huntsville, Principal Meridian, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of Section 26; thence east along the northern boundary of Section 26, 170 feet, more or less, to the centerline of the Norfolk Southern Railway, said point being the **point of beginning** of a tract of land herin described; thence continue east along the northern boundary of Section 26, 225 feet, more or less, to the centerline of Shelby County Road # 93; thence south and southeasterly along the centerline of County Road # 93, 1740 feet, more or less, to the centerline of Hurricane Creek; thence south and southwesterly along the centerline of Hurricane Creek to a point 215.0 feet north of the southern boundary of the South-West quarter of the North-West quarter of Section 26; thence west and parallel to the southern boundary of the South-West quarter of the North-West quarter of Section 26 and the South-East quarter of the North-East quarter of Section 27 to a point on the west boundary of the South-East quarter of the North-East quarter of Section 27, said point being 215.0 feet north of the Southwest corner of said quarter-quarter; thence north along the west boundary of the South-East quarter of the North-East quarter of Section 27, 400 feet, more or less, to the centerline of the Norfolk Southern Railway; thence northeasterly 900 feet, more or less, along the centerline of the Norfolk Southern Railway to the north boundary of the South-East quarter of the North-East quarter of Section 27; thence east 800 feet, more or less, along the north boundary of the South-East quarter of the North-East quarter of Section 27 to the Southwest corner of the North-West quarter of the North-West quarter of Section 26; thence north 1100 feet, more or less, along the west boundary of the North-West quarter of the North-West quarter of Section 26 to the centerline of the Norfolk Southern Railway; thence northeasterly along the centerline of said railway to the **point of beginning**.

Part of Section 26 and 27, Township 20 South, Range 4 West, situated in Shelby County, Alabama, being described as follows:

- 1) A portion of the above described property is known as Final Plat of Creekwater Phase One, as recorded in Map Book 38, page 138, in the Office of the Judge of Probate of Shelby County, Alabama.
- 2) Less and except Lots 1, 2, 5, 6, 11, 12, 13, 14, 17 and 19, according to the Survey the Final Plat of Creekwater Phase One, as recorded in Map Book 38, page 138, in the Office of the Judge of Probate of Shelby County, Alabama.