

Mortgage filing privilege taxes have been previously paid on indebtedness in the amount of \$1,400,000.00 in connection with that certain Mortgage dated June 12, 2007 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20070613000277340. Mortgage filing privilege taxes are now due on an additional \$1,100,000.00 of indebtedness to be secured by the above-referenced instruments, as amended by this amendment

STATE OF ALABAMA )  
SHELBY COUNTY )

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 13th day of December, 2007, on behalf of 2500 Associates, LLC (hereinafter called "Mortgagor") in favor of First American Bank formerly known as National Bank of Commerce of Birmingham, a state banking association (the "Lender").

#### Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20070613000277340 the Mortgagor granted a mortgage to the Lender on real property described as:

**Lot 20, according to the Survey of Millennium Park, as recorded in Map Book 27, Page 125  
A, B and C, in the Probate Office of Shelby County, Alabama.**

to secure indebtedness in the original principal amount of \$ 1,400,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. 2500 Associates, LLC (hereinafter called the "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Credit Limit") under a certain line of credit established by the Lender for the Borrower pursuant to an agreement entitled "Master Note-Commercial Loans," executed by the Borrower in favor of the Lender, dated December 13, 2007

(the "Credit Agreement"). The Credit Agreement provides for a credit plan under which the Borrower may borrow and repay amounts from the Lender up to a maximum principal amount at O/E Mortgage any one time outstanding not exceeding the Credit Limit.

2. The Mortgage is hereby modified to read:

**Mortgage Tax.** This Mortgage secures closed or non-revolving indebtedness with commercial real property or interests therein. Therefore, under Section 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$ 2,500,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

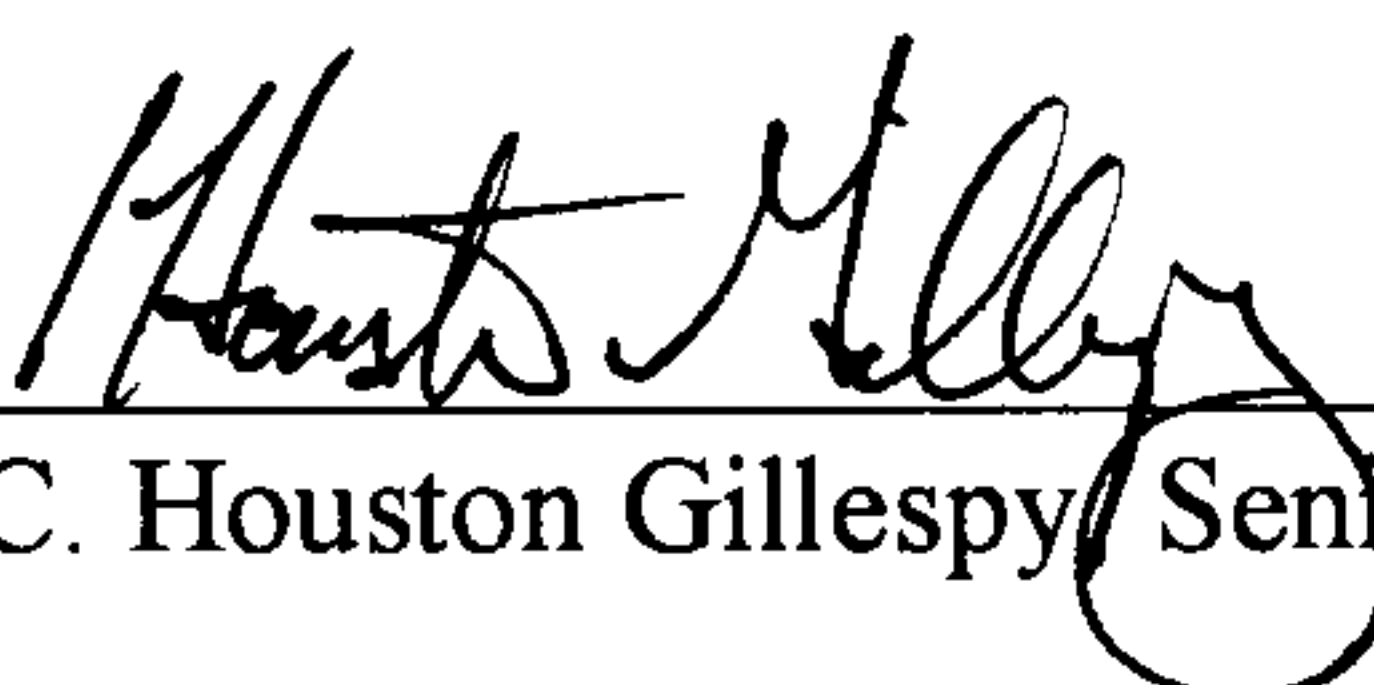
Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

**2500 Associates, LLC**

  
BY: H. Michael Graham, Managing Member

**First American Bank of Birmingham**

  
BY: C. Houston Gillespy, Senior Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 1,100,000.00.



ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, in and for said county in said state, hereby certify that H. Michael Graham whose name as Managing Member of 2500 Associates, LLC who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 17<sup>th</sup> day of December, 2007.

[Signature]  
Notary Public

AFFIX SEAL

My commission Expires: 9-19-10

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that C. Houston Gillespy whose name as Senior Vice President of First American Bank formerly known as National Bank of Commerce of Birmingham, a state banking association, 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 association.

Given under my hand and official seal this 17<sup>th</sup> day of December, 2007.

[Signature]  
Notary Public

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 27, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

First American Bank  
P.O. Box 10686  
Birmingham, Alabama 35202-0686