

\$164.00  
946184**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT****Mortgagor** (last name first):Honea Properties LLC347 Highland View Drive

Mailing Address

BirminghamAL35242

City

State

Zip

STATE OF ALABAMACOUNTY OF Shelby**Mortgage and Security Agreement** (as recorded):Shelby

County of Record

200304210002404401/6

Volume

Page

04/21/2003

Date of Record

Frontier Bank

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:

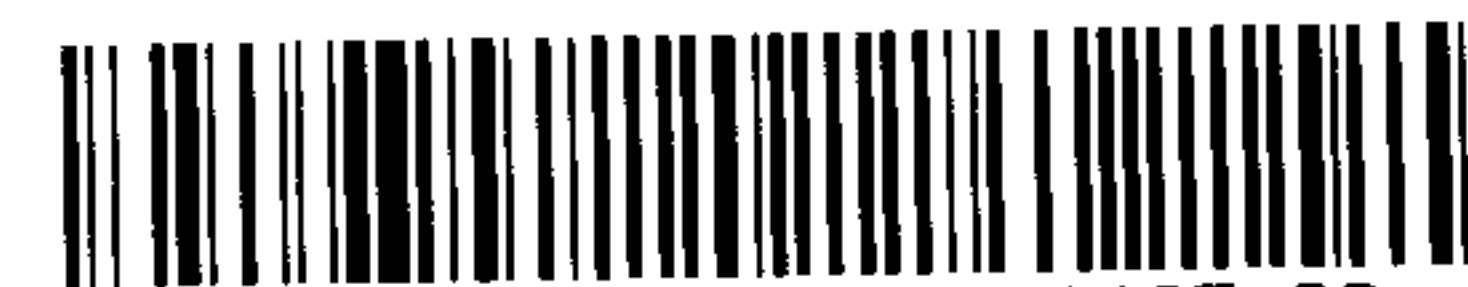
A. Principal Sum of Indebtedness, as Recorded: \$ 59,000.00

B. Increase in Principal Sum of Indebtedness: \$ 100,000.00

C. Principal Sum of Indebtedness, as Amended \$ 159,000.00

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:



20080218000065320 1/3 \$167.00  
Shelby Cnty Judge of Probate, AL  
02/18/2008 01:54:29PM FILED/CERT

**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 24th day of January 2008.

Honea Properties, LLC  
BY: [Signature]  
William J Honea, Sr, Its Member

Date

BY: [Signature]  
Emily Honea, Its Members

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 \$100,000.00 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: \_\_\_\_\_  
Date, Time and Volume and  
Page of recording as shown hereon.

Mortgagee: **Frontier Bank**

By: **Russell Scruggs**  
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 William J. Honea, Sr & Emily Honea, 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, Laura McCroskey, a Notary Public in and for said County, in said State, hereby certify that William J. Honea, Sr & Emily Honea, whose name as MEMBERS of HONEA PROPERTIES, LLC, a LLC, 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 said conveyance, THEY, 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 28th day of January 2008.

\_\_\_\_\_  
Notary Public Laura McCroskey  
My Commission expires: 8-9-10

This Instrument Prepared By:

Frontier Bank  
16863 Highway 280  
Chelsea, AL 35043  
Russell Scruggs, Vice President

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK

PAGE



# HYPOTHECATION AGREEMENT

Gentlemen:

DATE: January 24, 2008

In Consideration of your making, renewing or extending a loan or loans to Chelsea Discount Apothecary Inc  
16712 US Hwy 280 Suite #A Chelsea, AL 35043  
HP - 205-678-8888

(the "Borrower"), for which the following property belonging to me has been tendered to you as collateral security (the "Collateral"),  
 to wit:

A parcel of land situated in the Northwest Quarter and the Southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said northwest quarter and run in an Easterly direction along the South line of said quarter for a distance of 1325.24 feet to a point; thence turn an angle to the left of 0 degrees 02 minutes 38 seconds and run in an Easterly direction for a distance of 600.00 feet to a point; thence turn an angle to the right of 91 degrees 32 minutes 49 seconds and run in a Southwesterly direction for a distance of 289.55 feet to a point on the North right of way line of Chesser Drive (Old Highway No. 280); thence turn an angle to the left of 102 degrees 33 minutes 09 seconds and run in a Northeasterly direction along the North line of said Old Highway No. 280 for a distance of 167.06 feet to a PK nail found at the point of beginning; thence continue along last stated course for a distance of 242.52 feet to a PK nail found on the North right of way line of said Old Highway No. 280; thence turn an angle to the left of 77 degrees 26 minutes 33 seconds and run in a Northwesterly direction for a distance of 210.57 feet to an iron pin found at the Southeast corner of Lot 4, Foothills of Chelsea, 2nd Sector, as recorded in Map Book 29, on Page 97, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 138 degrees 02 minutes 33 seconds and run in a Southwesterly direction along the Southeast line of Lot 4, Lot 3 and Lot 2, in said Foothills of Chelsea, 2nd Sector, for a distance of 354.06 feet to the point of beginning.

According to the survey of Carl Daniel Moore, dated January 23, 2003.

NOTE: Building as shown on caption lands overlaps adjacent property and is not wholly within the boundaries of caption lands.

and for the purposes of enabling the Borrower to obtain credit therefor, I hereby certify that the Collateral has been duly assigned, released, transferred and delivered by me to the Borrower, and by these presents, I do hereby assign, release and transfer unto the Borrower all of my right, title and interest in and to the Collateral, and hereby expressly authorize the Borrower to pledge or hypothecate, all or any part of the Collateral to secure the above described indebtedness, and all renewals and extensions thereof, and also for any and all other indebtedness owed by the Borrower to you, created at any time before this authorization shall have been revoked in writing and all renewals and extensions thereof, and I waive notice of all or any such indebtedness or extension, or renewal thereof.

Furthermore, I request that you give or continue to give the Borrower credit in the form of loans or renewals or extensions as described herein, and in consideration of all or any such credit so granted by you, I agree that all or any property pledged or hypothecated as aforesaid, shall be subject in your hands or those of your assignees, or pledgee or pledgees, to all powers which would apply thereto by contract or otherwise if said property in fact so pledged or hypothecated stood in the name of the Borrower himself and not in my name. The proceeds of all loans shall be accounted for and paid over to the Borrower, and the Collateral may be disposed of and/or paid over, to or upon the direction of the Borrower.

I hereby waive notice of acceptance of this agreement, and of demand, protest, or notice of demand or nonpayment and notice of any act to establish the liability of any party on any indebtedness or obligation to which this agreement pertains. I further waive the rights provided by Section 10-7-24 of the Official Code of Georgia. Your right to foreclose on the property will not be affected by any modification, renewal or extension of the loan or loans made to the Borrower, nor by any release of any other security, collateral or guaranty which you may have for the loan or loans.

I further agree that, upon default under the terms of the aforesaid loan or loans, you may foreclose your security interest in the Collateral in accordance with the provisions of the Georgia Uniform Commercial Code, upon five (5) days' written notice provided to me at the address contained in your records.

This agreement shall be binding on my heirs, executors, administrators and assigns and inure to the benefit of your successors and/or assigns.

WITNESS:

Am Bafji 1/28/08

Honea Properties, L.L.C.  
W Jeff Honea, Managing Member

Date

Honea Properties, L.L.C.  
Emily O. Honea, Member

Date

Date

Date

Date

Date