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20080306000091900 1/3 $18.00
Shelby Cnty Judge of Probate, AL
03/06/2008 12:13:14PM FILED/CERT

This instrument prepared by:
J. Keith Windle
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

STATE OF ALABAMA)
:
COUNTIES OF JEFFERSON AND SHELBY)

20080306000297540 1/3
Bk: LR200803 Pg:13280
Jefferson County, Alabama
I certify this instrument filed on:
03/06/2008 11:01:01 AM MTG
Judge of Probate- Alan L. King

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this Amendment) is made and entered into as of the 29th day of February, 2008, by and between **SOUTHHALL OF HOOVER, L.L.C.**, an Alabama limited liability company ("Mortgagor"), and **REGIONS BANK**, an Alabama banking corporation ("Mortgagee").

RECITALS:

A. Mortgagor executed that certain Amended and Restated Mortgage and Security Agreement dated November 1, 2007 in favor of Mortgagee and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book LR200801, Page 29371 and in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080130000039270 (the "Mortgage"). The Mortgage secures all indebtedness of Mortgagor and South Hall of 150, LLC ("SH-150") to Mortgagee.

B. SH-150 executed that certain Promissory Note of even date herewith in favor of Mortgagee, in the principal amount of $1,077,026.03 (the "SH-150 Note 2").

C. Mortgagor and Mortgagee desire to amend the Mortgage such that the Mortgage will secure SH-150 Note 2.

NOW, THEREFORE, for and in consideration of the recitals, Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree that the Mortgage is hereby amended as follows:

1/1668306.4

RECORDING TAXES HAVE PREVIOUSLY BEEN PAID ON THE EXISTING INDEBTEDNESS SECURED BY THIS INSTRUMENT. RECORDING TAXES ON THE NEW INDEBTEDNESS SECURED BY THIS INSTRUMENT ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THAT CERTAIN SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT OF EVEN DATE HEREWITH BY AND BETWEEN MORTGAGEE AND SOUTHHALL OF 150, LLC WHICH IS BEING RECORDED SIMULTANEOUSLY HEREWITH IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

1. If not otherwise defined herein or the context expressly indicates otherwise, all capitalized terms used herein shall have the meanings given to such terms in the Mortgagor Loan Agreement.

2. The "Secured Indebtedness", as defined in the Mortgage, shall hereafter include the payment and performance of all obligations of SH-150 under SH-150 Note 2, and any and all renewals, extensions, modifications, substitutes or increases of such Note, or any part thereof. In addition to SH-150 Note 2, this Mortgage shall continue to secure all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee and of SH-150 to Mortgagee, as well as all claims by Mortgagee against Mortgagor, SH-150 or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purposes of the Notes, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor and/or SH-150 may be liable individually or jointly with others, whether obligated guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statue of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

3. The "Note", as defined in the Mortgage, shall hereafter include SH-150 Note 2, and any and all renewals, extensions, modifications, substitutes or increases of the SH-150 Note 2, or any part thereof.

4. The occurrence of an Event of Default under SH-150 Note 2 shall constitute an Event of Default under the Mortgage.

5. The Mortgage shall secure the last remaining unpaid portion of the obligations evidenced by any Note and therefore (i) the security of the Mortgage shall not be diminished by any prepayment or repayment of the obligations evidenced by SH-150 Note 2, and (ii) the Mortgage shall remain in full force and effect until all of the obligations evidenced by all of the Notes are paid in full and all other obligations secured by the Mortgage are paid and performed in full.

6. Mortgagor hereby affirms and restates each and every representation, warranty and covenant contained in the Mortgage as of the date hereof.

7. Mortgagor and Mortgagee agree that all other terms of the Mortgage shall remain unchanged in full force and effect.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has caused its duly authorized member to execute this instrument on Mortgagor's behalf on this 29th day of February, 2008.

MORTGAGOR:

SOUTHHALL OF HOOVER, L.L.C.

By: ______________________
Name: John G. Beard
Its: Managing Member

STATE OF ALABAMA)
:
COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said county and state, hereby certify that John G. Beard, whose name as Managing Member of SouthHall of Hoover, L.L.C., 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 officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 29th day of February, 2008.

Adrian Payne Zebst
Notary Public

[NOTARIAL SEAL]

My commission expires 10-13-2011

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Fee - $10.50

Total of Fees and Taxes-$10.50
TINSLEY