

**NOTE TO PROBATE COURT:** This Amendment is being filed in Shelby County, Alabama as additional security for existing indebtedness on which mortgage tax has previously been paid in full.

STATE OF ALABAMA        )

SHELBY COUNTY            )

**FIRST AMENDMENT TO MORTGAGE**

**THIS FIRST AMENDMENT TO MORTGAGE** ("this Amendment") dated as of March **26**, 2008 is entered into by **A. PHILIP COOK, JR.**, an individual (the "Borrower"), and **REGIONS BANK**, an Alabama banking corporation, successor by merger to AmSouth Bank (the "Lender").

**Recitals**

A. The Borrower and the Lender are parties to a certain Mortgage dated October 5, 2006, executed by the Borrower in favor of the Lender and recorded in the office of the Judge of Probate of Shelby County, Alabama on December 29, 2006 as instrument number 20061229000636950, as affected by that certain Partial Release of Mortgage executed by Lender and recorded in the office of the Judge of Probate of Shelby County, Alabama on March 14, 2008 as instrument number 20080314000106620 (as so affected, the "Mortgage").

B. The Borrower has requested that the Lender modify the Mortgage to replace the existing Exhibit A with Revised Exhibit A attached hereto.

C. The Lender has agreed to such request, subject to the terms and conditions hereof.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals and to induce the Lender to enter into this Amendment, and to also secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Borrower contained in this Amendment, the Borrower and the Lender hereby agree that the Mortgage is hereby amended as follows:

1. Rules of Construction. For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. Amendments.

(a) Exhibit A of the Mortgage is deleted in its entirety and the attached Revised Exhibit A substituted therefor.

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Amendment to "this Agreement" or "this Mortgage" shall refer to the Mortgage as amended hereby.

(c) All references in the Mortgage to any other documents executed in connection with the Mortgage shall refer to such documents as amended in connection with this Amendment and as such document may hereafter be amended.

4. Reaffirmance of Representations and Warranties. The Borrower hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no default, nor any event which upon notice or lapse of time or both would constitute such a default has occurred and is continuing.

5. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment, or any of the other documents executed in connection with the Mortgage or this Amendment by the Borrower.

6. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

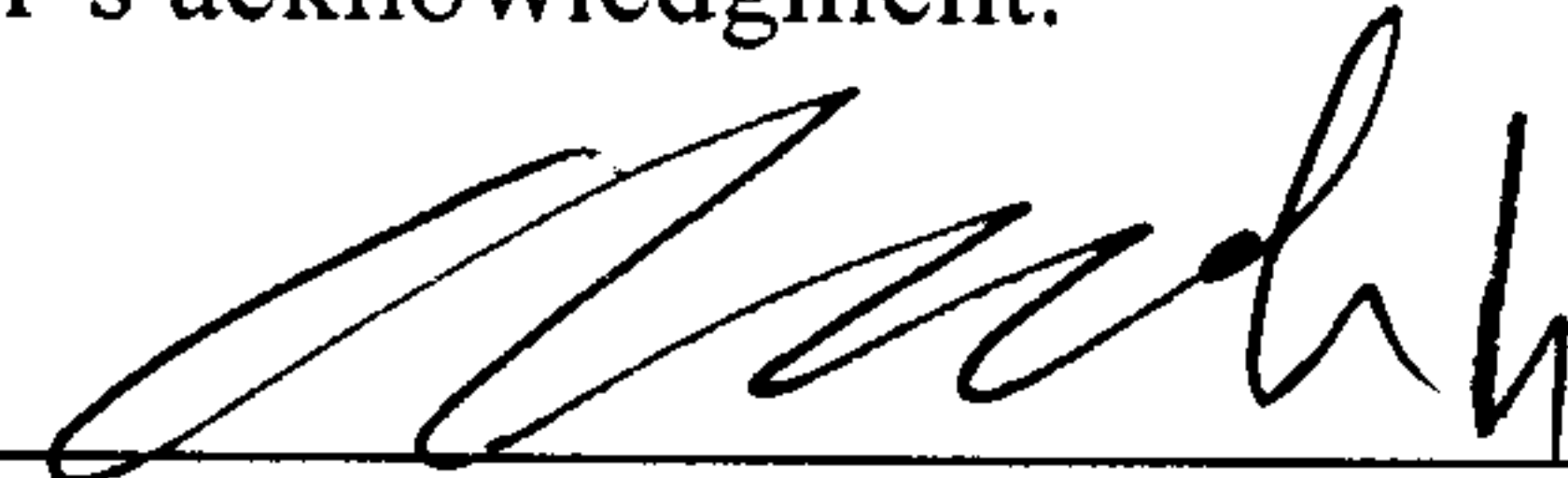
7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

9. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

10. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

**IN WITNESS WHEREOF**, the undersigned Borrower has caused this instrument to be executed on the date set forth below said Borrower's acknowledgment.

  
A. PHILIP COOK, JR.



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Shelby Cnty Judge of Probate, AL  
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**IN WITNESS WHEREOF**, the undersigned Lender has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.

REGIONS BANK

By: Key Hudson  
Name: Key Hudson  
Title: Commercial Banking Officer



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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that A. Philip Cook, Jr. 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 executed the same voluntarily.

Given under my hand and official seal, this the 27<sup>th</sup> day of March, 2008.

Sondra L. Ross  
Notary Public

AFFIX SEAL

My Commission Expires  
April 2, 2008

My commission expires: \_\_\_\_\_



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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Key Hudson, as Relationship Mgr. of Regions Bank, an Alabama banking corporation, 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 Relationship Mgr. of said banking corporation, executed the same voluntarily for and on behalf of said banking corporation.

Given under my hand and official seal, this the 27<sup>th</sup> day of March, 2008.


Sondra L. Ross

Notary Public

AFFIX SEAL

My Commission Expires  
April 2, 2008

My commission expires: \_\_\_\_\_

  
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Shelby Cnty Judge of Probate, AL  
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This instrument was prepared by:

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## **REVISED EXHIBIT A**

### **Description of Real Property**

#### **LOT 3**

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter Section; thence run South 89 degrees 20 minutes 34 seconds East along the South line for a distance of 253.60 feet to the POINT OF BEGINNING; thence run North 07 degrees 43 minutes 19 seconds East for a distance of 461.80 feet; thence run North 89 degrees 58 minutes 38 seconds East for a distance of 605.71 feet to a point on the Westernmost right of way line of Cahaba Beach Road; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 85.86 feet; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 219.21 feet; thence run North 89 degrees 21 minutes 23 seconds West for a distance of 395.07 feet; thence run South 06 degrees 07 minutes 29 seconds East for a distance of 164.88 feet to a point on the South line of said quarter-quarter Section; thence run North 89 degrees 20 minutes 34 seconds West along said South line for a distance of 332.34 feet to the POINT OF BEGINNING. Said parcel contains 243,963 square feet or 5.60 acres more or less.

  
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LOT 4

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said quarter-quarter Section; thence run South 89 degrees 51 minutes 03 seconds East along the North line for a distance of 1092.46 feet; thence leaving said North line, run South 10 degrees 46 minutes 06 seconds West for a distance of 171.90 feet; thence run South 25 degrees 16 minutes 04 seconds West for a distance of for a distance of 278.22 feet to a point on the Northernmost right of way line of Cahaba Beach Road; thence run North 43 degrees 56 minutes 18 seconds West along said right of way for a distance of 97.39 feet to the point of commencement of a curve to the left, said curve having a radius of 1052.14 feet, a central angle of 16 degrees 52 minutes 55 seconds, a chord bearing of North 52 degrees 13 minutes 43 seconds West for a chord distance of 308.89 feet; thence run along arc of said curve and along said right of way for a distance of 310.01 feet to the point of commencement of a compound curve to the left, said curve having a radius of 293.56 feet, a central angle of 43 degrees 36 minutes 51 seconds, a chord bearing of North 82 degrees 29 minutes 51 seconds West for a chord distance of 218.11 feet; thence run along arc of said curve and along said right of way for a distance of 223.46 feet; thence run South 75 degrees 44 minutes 16 seconds West along said right of way for a distance of 124.68 feet to the point of commencement of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 52 degrees 16 minutes 59 seconds, a chord bearing of North 78 degrees 07 minutes 14 seconds West for a chord distance of 132.18 feet; thence run along arc of said curve and along said right of way for a distance of 136.88 feet to the point of commencement of a reverse curve to the left, said curve having a radius of 347.02 feet, a central angle of 29 degrees 34 minutes 15 seconds, a chord bearing of North 66 degrees 46 minutes 53 seconds West for a chord distance of 177.12 feet; thence run along arc of said curve and along said right of way for a distance of 179.10 feet to a point on the West line of said quarter-quarter; thence leaving said right of way, run North 00 degrees 31 minutes 49 seconds West for a distance of 69.19 feet to the POINT OF BEGINNING. Said parcel contains 207,859 square feet or 4.77 acres more or less.



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