

Return original to:
John L. Hartman, III
Hartman & Springfield
P. O. Box 846
Birmingham, AL 35201-0846
(205) 879-0500

**MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT
AND OTHER LOAN DOCUMENTS**

THIS MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS ("Modification") is made and entered into this 16th day of April, 2008, by and among Robert A. Lewis and Thomas A. Lewis, both married men, ("Mortgagors"), and SERVISFIRST BANK, an Alabama banking corporation; ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee made a loan to Mortgagors in the original principal amount of \$272,000.00 (the "Loan"), as evidenced by a Promissory Note in the original principal amount of \$272,000.00 dated April 18, 2007 (the "Note"); and

WHEREAS, Mortgagors granted, conveyed and mortgaged their interest in the real property described in Exhibit "A" hereto (the "Mortgaged Property") pursuant to that certain Mortgage and Security Agreement dated April 18, 2007 as recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20070419000182970 (the "Mortgage"); and

WHEREAS, in connection with the Loan, Mortgagors executed an Assignment of Leases (the "Assignment of Leases") dated April 18, 2007, recorded April 19th, 2007 at Instrument #20070419000182980 in the Office of the Judge of Probate of Shelby County, Alabama (collectively, with this Modification, the Mortgage and other documents executed in connection herewith the "Loan Documents"); and

WHEREAS, Mortgagors have reduced the outstanding principal balance of the Note and now request that the Mortgagee lend to Mortgagors an additional \$141,111.73 and extend the amount outstanding to \$408,000.00, and Mortgagee has granted such request.

NOW, THEREFORE, in consideration of the agreement by Mortgagee to make said advance and the premises and the mutual covenants and agreements contained herein, Mortgagor and Mortgagee agree as follows:

1. Outstanding Principal Balance. The parties agree that the unpaid principal balance of the Note, prior to the advance made hereunder is \$266,888.27. Mortgagee has advanced to Mortgagor the sum of \$141,111.73 of even date herewith, bringing the outstanding principal balance of the Note to \$408,000.00.

2. Payments. The maturity and payment provisions are modified to read:

PAYMENT. The loan is to be paid in 60 payments. The loan is amortized over 240 payments. Mortgagors will make 59 payments of \$3,065.85 beginning on May 18, 2008 and on the 18th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and Interest will be due April 18, 2013.

3. Maturity Date. The maturity date of the Loan shall be April 18, 2013.

4. Interest Rate. The interest rate shall be 6.5%.

5. Prepayment. The Loan may be prepaid in whole, or part, during the term of the Loan without a penalty.

6. Amendment to Loan Documents. The Loan Documents are hereby amended to reflect the extension and renewal of the Loan. The Note shall be entitled to the security granted by the Loan Documents, as amended hereby.

7. Mortgagor's Warranties and Covenants. Mortgagor warrants to Mortgagee that there are no unfulfilled obligations or liabilities under the Note, Mortgage, or any of the other Loan Documents which arose on or before the date of this Modification. There are no defenses, offsets, counterclaims or Events of Default under any of the Loan Documents. The provisions of the Loan Documents are in full force and effect and are enforceable against Mortgagor. Further, all information provided and representations made to Mortgagee for purposes of obtaining the extension and renewal of the Loan are true and correct in all material respects and there have been no material adverse changes since the date such has been provided.

8. No Novation. All parties hereto agree that this Modification shall not constitute a novation, and further agree that the terms and provisions of the Mortgage, the Loan Agreement, other Ancillary Documents and the New Note shall remain valid and in full force and effect except as may be modified and amended herein. To the extent that any provisions of the Loan Documents are inconsistent with the terms of this Agreement, the provisions of this Agreement shall prevail.

9. Indemnification. All expenses and costs incurred by Mortgagee in connection with this modification shall be borne by Mortgagor including, but not limited to, appraisal fees, attorneys' fees, brokerage fees and all closing costs. Mortgagor agrees to defend and indemnify Mortgagee against any and all claims in connection therewith.

10. Event of Default. Mortgagor acknowledges and agrees that a breach of a representation, warranty or covenant made herein shall constitute an Event of Default hereunder and under all other Loan Documents and Mortgagee shall be entitled to all remedies under the Loan Documents.

11. Ratification. Each and every other condition of the Loan Agreement, the Mortgage and any other Loan Documents, including but not limited to those not expressly

amended hereby, are hereby ratified, confirmed and renewed in all respects, by all the parties hereto.

12. Mortgaged Property. The mortgaged property described in the Mortgage hereinabove referred to is amended to add the following described land, real estate, estates, buildings, improvements, fixtures, furniture and personal property:

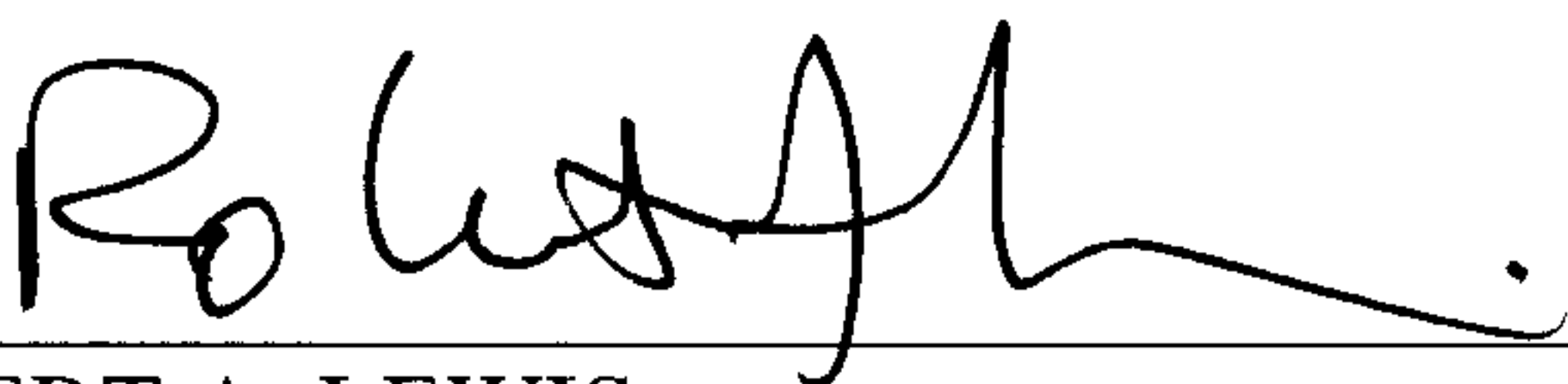
SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION.

The property described on Exhibit "A" and "B" does not constitute the homestead of either of the Mortgagors or their spouses.


THIS WRITTEN MODIFICATION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties have duly executed this Modification as of the date first written above.

MORTGAGORS:




ROBERT A. LEWIS



THOMAS A. LEWIS

MORTGAGEE:

SERVISFIRST BANK

By: 

Its: *Vice President*

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert A. Lewis and Thomas A. Lewis, whose names are signed to the foregoing

Modification of Mortgage and Security Agreement and Other Loan Documents and who are known to me, acknowledged before me on this day, that being informed of the contents thereof, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of April, 2008.

J 2 H Q
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bart E. McBride whose name as Vice President, Commercial Lending of SERVISFIRST BANK, an Alabama banking corporation, is signed to the foregoing Modification of Mortgage and Security Agreement and Other Loan Documents, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17th day of April, 2008.

J 2 H Q
Notary Public John L. Hartman, III



20080418000159020 4/6 \$237.80
Shelby Cnty Judge of Probate, AL
04/18/2008 01:26:01PM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

Units 912 & 922, Building 9, in Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded as the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc. are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D".

SUBJECT TO: (1) Current taxes due as of October 1, 2007, which grantor will pay in keeping with the terms of the tax proration agreement; (2) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 126, Page 187 in the Probate Office of Shelby County, Alabama; (3) Roadway Easement Agreement as recorded in Instrument 20051024000550530 and Instrument 20061024000523450 in the Probate Office of Shelby County, Alabama; (4) Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument 20051024000550540 and in Instrument 20061024000523460 in the Probate Office of Shelby County, Alabama; (5) Easement for grading and slope maintenance recorded in Instrument 20060817000404390 in the Probate Office of Shelby County, Alabama; (6) Easement to BellSouth, as recorded in Instrument 20060920000466950 in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company recorded in Instrument 20061212000601050, Instrument 20061212000601060, Instrument 20060828000422250 and Instrument 20061212000601460 in the Probate Office of Shelby County, Alabama; (8) Easement to BellSouth, as recorded in Instrument 20070125000038780 in the Probate Office of Shelby County, Alabama; (9) Declaration of Easement for Edenton Office Condominium as recorded in Instrument 20070216000072120 in the Probate Office of Shelby County, Alabama; (10) Declaration of Condominium of Edenton Office Condominium which is recorded in Instrument 20070410000163990 in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto; (11) Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto.




20080418000159020 5/6 \$237.80
Shelby Cnty Judge of Probate, AL
04/18/2008 01:26:01PM FILED/CERT

EXHIBIT "B"

LEGAL DESCRIPTION

Unit 911, Building 9, in Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070410000163990, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded as the Condominium Plat of Edenton Office Condominium, in Map Book 38, page 74, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc. are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D".

SUBJECT TO: (1) Current taxes; (2) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 126, Page 187 in the Probate Office of Shelby County, Alabama; (3) Roadway Easement Agreement as recorded in Instrument 20051024000550530 and Instrument 20061024000523450 in the Probate Office of Shelby County, Alabama; (4) Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument 20051024000550540 and in Instrument 20061024000523460 in the Probate Office of Shelby County, Alabama; (5) Easement for grading and slope maintenance recorded in Instrument 20060817000404390 in the Probate Office of Shelby County, Alabama; (6) Easement to BellSouth, as recorded in Instrument 20060920000466950 in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company recorded in Instrument 20061212000601050, Instrument 20061212000601060, Instrument 20060828000422250 and Instrument 20061212000601460 in the Probate Office of Shelby County, Alabama; (8) Easement to BellSouth, as recorded in Instrument 20070125000038780 in the Probate Office of Shelby County, Alabama; (9) Declaration of Easement for Edenton Office Condominium as recorded in Instrument 20070216000072120 in the Probate Office of Shelby County, Alabama; (10) Declaration of Condominium of Edenton Office Condominium which is recorded in Instrument 20070410000163990 in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto; (11) Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument 20070410000163970 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association Inc., are attached as Exhibit "B" thereto.


20080418000159020 6/6 \$237.80
Shelby Cnty Judge of Probate, AL
04/18/2008 01:26:01PM FILED/CERT