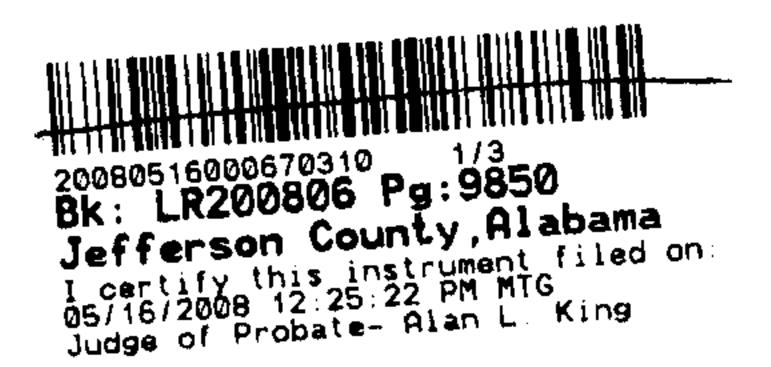
This instrument was prepared by and after recording return to: Paden and Paden #5 Riverchase Ridge, Ste 100 Birmingham, AL 35244



THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE COUNTY FILING.

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY **AGREEMENT**

This Amendment to Mortgage, Assignment of Rents and Security Agreement is entered into on May 8, 2008.

HPH PROPERTIES, LLC, an Alabama limited liability company ("Mortgagor") has made and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association ("Bank"), a Mortgage, Assignment of Rents and Security Agreement ("Mortgage") dated March 8, 2007, recorded in Instrument No. 20070406000158880 with the Judge of Probate of Shelby County, Alabama, in order to secure the Obligations, as defined therein, including, without limitation, a revolving loan in the principal amount of up to Thirty Million and No/100 Dollars (\$30,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Mortgagor from time to time owing to Bank.

THIS MORTGAGE IS GIVEN AS ADDITIONAL SECURITY FOR REVOLVING INDEBTEDNESS IN A MAXIMUM PRINCIPAL SUM OF \$30,000,000 UPON WHICH THE RECORDING TAX HAS BEEN PAID UPON RECORDING OF A SEPARATE MORTGAGE AND SECURITY AGREEMENT RECORDED IN INSTRUMENT NUMBER 20070406000158880 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Mortgagor has requested that the Mortgage be amended to add additional property, and Bank has consented to amend the Mortgage to do so.

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Amendment, the parties agree as follows:

Amendments to Mortgage. The Mortgage is amended as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A thereto with the same effect as if such property were described in Exhibit A to the original Mortgage, including, without limitation, all improvements now existing or hereafter constructed or located thereat, all appurtenances and all tangible and intangible personal property relating thereto (collectively, the "Added Property"). Mortgagor hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Bank, subject to the terms and conditions of the Mortgage.

Continued Effectiveness of Documents. In all other respects the Mortgage shall remain unchanged and in full force and effect, and Mortgagor affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

1554749

20080626000260510 1/3 \$18.00

Shelby Cnty Judge of Probate, AL 06/26/2008 08:36:45AM FILED/CERT

200806260000260510 2/3 \$18.00 Shelby Cnty Judge of Probate,AL 06/26/2008 08:36:45AM FILED/CERT

IN WITNESS WHERE, the parties have executed this Amendment as of the date appearing on the first page of this Amendment.

MORTGAGOR:

HPH PROPERTIES, LLC,

an Alabama limited liability company

HPHB, LLC, BY:

an Alabama limited liability company,

Its Sole Member

David Bonamy Tis Authorized Manager

STATE OF ALABAMA **COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Bonamy, whose name as Authorized Manager of HPHB, LLC, an Alabama limited liability company, acting in its capacity as Sole Member of HPH Properties, LLC, 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 such instrument, he, as such Authorized Manager and with full authority, executed the same voluntarily for and as the act of said HPHB, LLC, in its capacity as Sole Member of HPH Properties, LLC.

NOTARY PUBLIC

Given under my hand and seal, this 8th day of May, 2008.

[NOTARY SEAL]

MY COMMISSION EXPIRES: Jan 30, 2010

BONDED THRU NOT ARY PUBLIC UNDERWRITERS

1554749

20080626000260510 3/3 \$18.00 Shelby Cnty Judge of Probate, AL

06/26/2008 08:36:45AM FILED/CERT

EXHIBIT A

Lots 110-112 and 115, according to the Survey of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123-A, Page 123-B, and Page 123-C, in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
was been collected on this instrument.

Judge of Probate

"NO TAX COLLECTED"

1554749

20080516000670310 3/3
Bk: LR200806 Pg:9850
Jefferson County, Alabama
05/16/2008 12:25:22 PM MTG
Fee - \$10.50

Total of Fees and Taxes-\$10.50 HATCHERK

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol. Color page 1850.

Given under my hand and official seal, this the office day of Judge of Probate