

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

20080516000670310 1/3  
Bk: LR200806 Pg:9850  
Jefferson County, Alabama  
I certify this instrument filed on:  
05/16/2008 12:25:22 PM MTG  
Judge of Probate- Alan L. King

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:

1. 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.

2. 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.

20080626000260510 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/26/2008 08:36:45AM FILED/CERT




20080626000260510 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

BY: HPHB, LLC,  
 an Alabama limited liability company,  
 Its Sole Member


BY:   
 David Bonamy  
 Its 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.

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

  
 NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
 MY COMMISSION EXPIRES: Jan 30, 2010  
 BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

20080626000260510 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/26/2008 08:36:45AM FILED/CERT

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  
has been collected on this instrument.

*Alan J. King* Judge of Probate  
"NO TAX COLLECTED"

1354749

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

State of Alabama  
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 200826 page 9850

Given under my hand and official seal, this the 24  
day of JUNE, 2008.

*Alan J. King*  
\_\_\_\_\_  
Judge of Probate