

20081014000404170 1/6 \$27.00
Shelby Cnty Judge of Probate:AL
10/14/2008 09:41:07AM FILED/CERT

This instrument was prepared by:
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20081007001373310 1/6
Bk: LR200864 Pg:18624
Jefferson County, Alabama
I certify this instrument filed on:
10/07/2008 02:47:34 PM MTG
Judge of Probate- Alan L. King

20080128000127860 1/6
Bk: LR200860 Pg:12945
Jefferson County, Alabama
I certify this instrument filed on:
01/28/2008 11:24:17 AM MTG
Judge of Probate- Alan L. King

#7078

A TOTAL OF \$3,750 IN MORTGAGE RECORDING TAX HAS BEEN PAID ON THE MAXIMUM PRINCIPAL AMOUNT OF \$2,500,000 IN CONNECTION WITH THE RECORDING OF THE MORTGAGE AS INSTRUMENT NO. 20070920000441400. THE PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS NOT BEING INCREASED OR EXTENDED BY THIS AMENDMENT; THEREFORE, NO ADDITIONAL MORTGAGE RECORDING TAX IS DUE.

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

(u) This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of December 5, 2007.

DONOVAN BUILDERS LLC, an Alabama limited liability company ("Borrower") has made and delivered to **SERVISFIRST BANK**, an Alabama banking corporation ("Lender"), a Mortgage and Security Agreement as the same may be extended, renewed, amended, or modified (as so extended, renewed, modified or amended, the "Mortgage") dated September 11, 2007, recorded as Instrument no. 20070920000441400, with the Judge of Probate of Shelby County, Alabama*in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended, or modified (as so extended, renewed, modified or amended, the "Note") evidencing a revolving loan in the principal amount of up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the Mortgage in order to add additional property.

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 hereto 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 or intangible personal property relating thereto (collectively, the "Added Property"). Borrower hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Lender, 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 Borrower affirms that it has no offsets or

*THIS MORTGAGE WAS RECORDED IN LR 200864, PAGE 16909 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

3. Document Taxes and Other Charges. In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same. Borrower also agrees to pay any title insurance premium or charges to add the Added Property to Lender's title insurance policy.

4. Environmental Indemnity. Borrower agrees that the Indemnity Agreement, dated September 11, 2007 give by Borrower and Jack Donovan, Sr. in favor of Lender (the "Indemnity") is hereby amended as follows:

"Exhibit A to the Indemnity is hereby amended by adding the real property described on Exhibit A attached hereto with the same effect as if such property were described in Exhibit A to the original Indemnity."

[Remainder of Page Intentionally Left Blank]



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

BORROWER:

DONOVAN BUILDERS LLC,
an Alabama limited liability company

BY: _____

ITS: _____


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

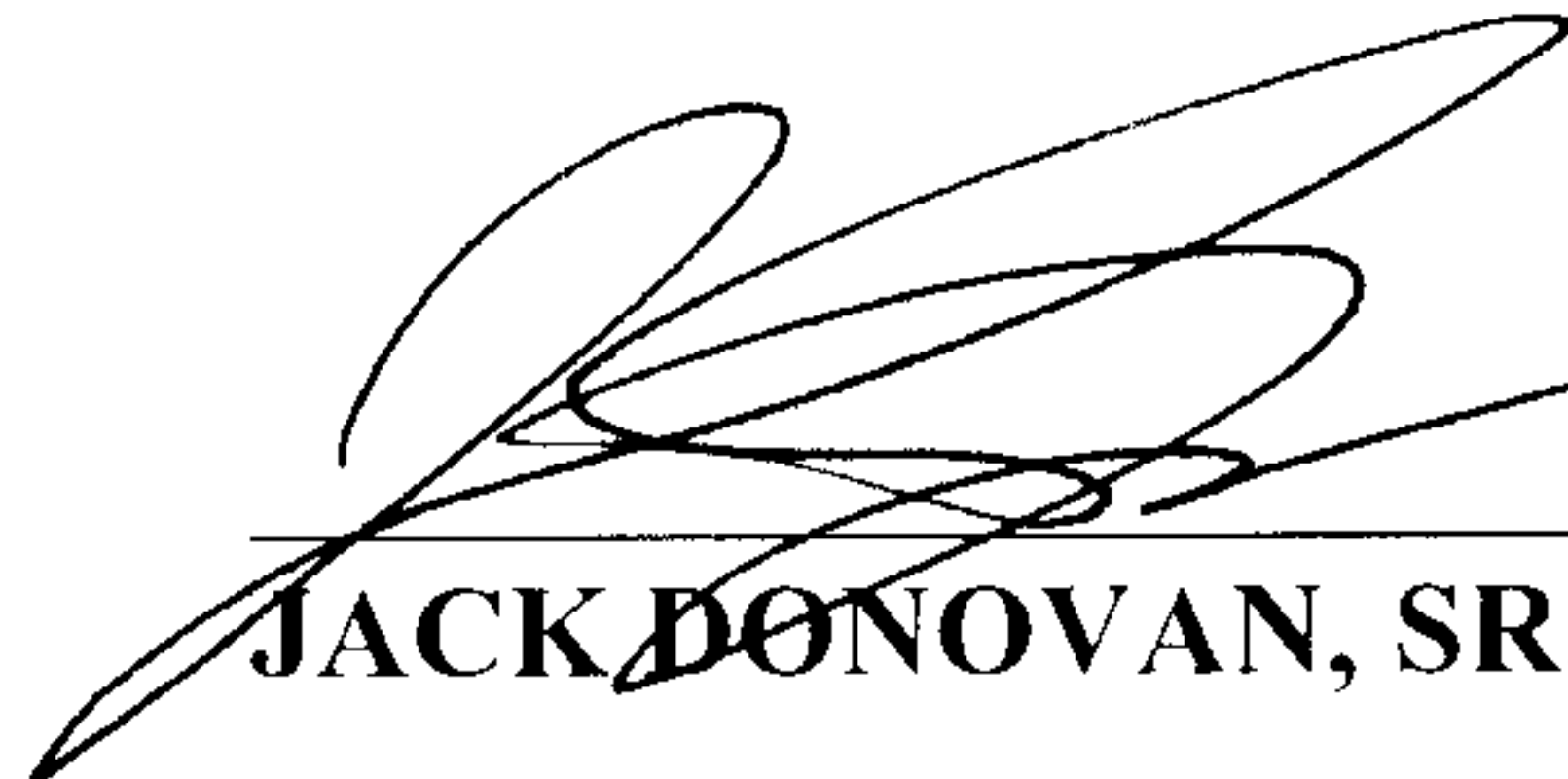
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JACK DONOVAN whose name as PRES. of Donovan Builders LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 5TH day of DECEMBER 2007.

Krissy M. Redford
Notary Public
My commission expires: JAN. 24, 2010

[NOTARY SEAL]



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JACK DONOVAN, SR.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jack Donovan, Sr., whose name 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 on the day the same bears date.

Given under my hand and official seal, this 5TH day of DECEMBER, 2007.


Notary Public
My Commission Expires: JAN. 24, 2010


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The undersigned hereby consents to the Amendment and certifies that all mortgage recording taxes have been paid based upon the maximum principal balance upon recording of the Mortgage.

SERVISFIRST BANK,
an Alabama banking corporation

BY:

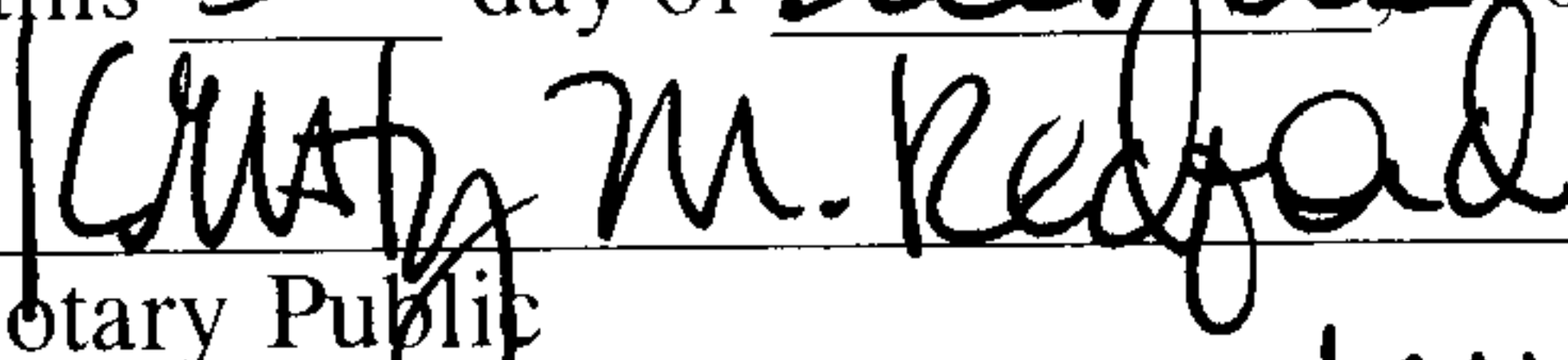
Its


Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RYAN RAMAGE whose name as V. PRES. of ServisFirst 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 the instrument, 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 5TH day of DECEMBER 2007.


Notary Public

My commission expires:

JAN. 24, 2010

[NOTARY SEAL]



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EXHIBIT A

Lot 42, according to the Survey of Valley Brook Estates, Phase 1, Final Plat, as recorded in Map Book 223, Page 81, in the Probate Office of Jefferson County, Alabama.

Lot 1119, according to the Final Plat Lauchlin at Ballantrae, Phase 2, as recorded in Map Book 38, Page 114, in the Probate Office of Shelby County, Alabama.

Lot 1122, according to the Final Plat Lauchlin at Ballantrae, Phase 2, as recorded in Map Book 38, Page 114, in the Probate Office of Shelby County, Alabama.



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20081007001373310 6/6
Bk: LR200864 Pg:18624
Jefferson County, Alabama
10/07/2008 02:47:34 PM MTG
Fee - \$21.00

Total of Fees and Taxes-\$21.00
KWBESS

20080128000127860 6/6
Bk: LR200860 Pg:12945
Jefferson County, Alabama
01/28/2008 11:24:17 AM MTG
Fee - \$18.00

Total of Fees and Taxes-\$18.00
CIBESS

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

Alan L. King Judge of Probate

"NO TAX COLLECTED"