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This instrument was prepared by:
F. Wayne Keith, Attorney
15 Southlake Lane, Suite 230
Birmingham, Alabama 35244
205.988.4202



20081007001373320 1/5
Bk: LR200864 Pg: 18630
Jefferson County, Alabama
I certify this instrument filed on:
10/07/2008 02:47:35 PM MTG
Judge of Probate- Alan L. King

20081014000404190 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/14/2008 09:41:09AM FILED/CERT

6% Jefferson
94% Shelby

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 BEING INCREASED BY THIS AMENDMENT IN THE AMOUNT TO THE MAXIMUM PRINCIPAL SUM OF THREE MILLION DOLLARS (\$3,000,000.00) OUTSTANDING FROM TIME TO TIME; THEREFORE, THE ADDITIONAL MORTGAGE RECORDING TAX DUE SHOULD BE \$750.00.

17.00
750.00
767.00

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of September 29, 2008.

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 and in Instrument **Book LR 200864 Page 16909** with the Judge of Probate of Jefferson 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 above described mortgage in order to add additional property, increase the outstanding indebtedness and change the maturity date.

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:
 - (a) 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.

(b) The outstanding mortgage indebtedness shall be increased to a revolving indebtedness in the maximum principal sum of **Three Million Dollars (\$3,000,000.00)** outstanding from time to time.

(c) The maturity date of the Amended Mortgage securing the outstanding mortgage indebtedness in the maximum principal sum of Three Million Dollars (\$3,000,000.00) outstanding from time to time is established as follows: **September 10, 2009**.

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 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 given by Borrower and Jack Donovan 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.

The outstanding mortgage indebtedness shall be increased to a revolving indebtedness in the maximum principal sum of **Three Million Dollars (\$3,000,000.00)** outstanding from time to time as if such amount was stated in the original Indemnity.

The maturity date of the Amended Mortgage securing the outstanding mortgage indebtedness in the maximum principal sum of Three Million Dollars (\$3,000,000.00) outstanding from time to time is established as follows: **September 10, 2009** as if such maturity date was stated in the original Indemnity.

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: 

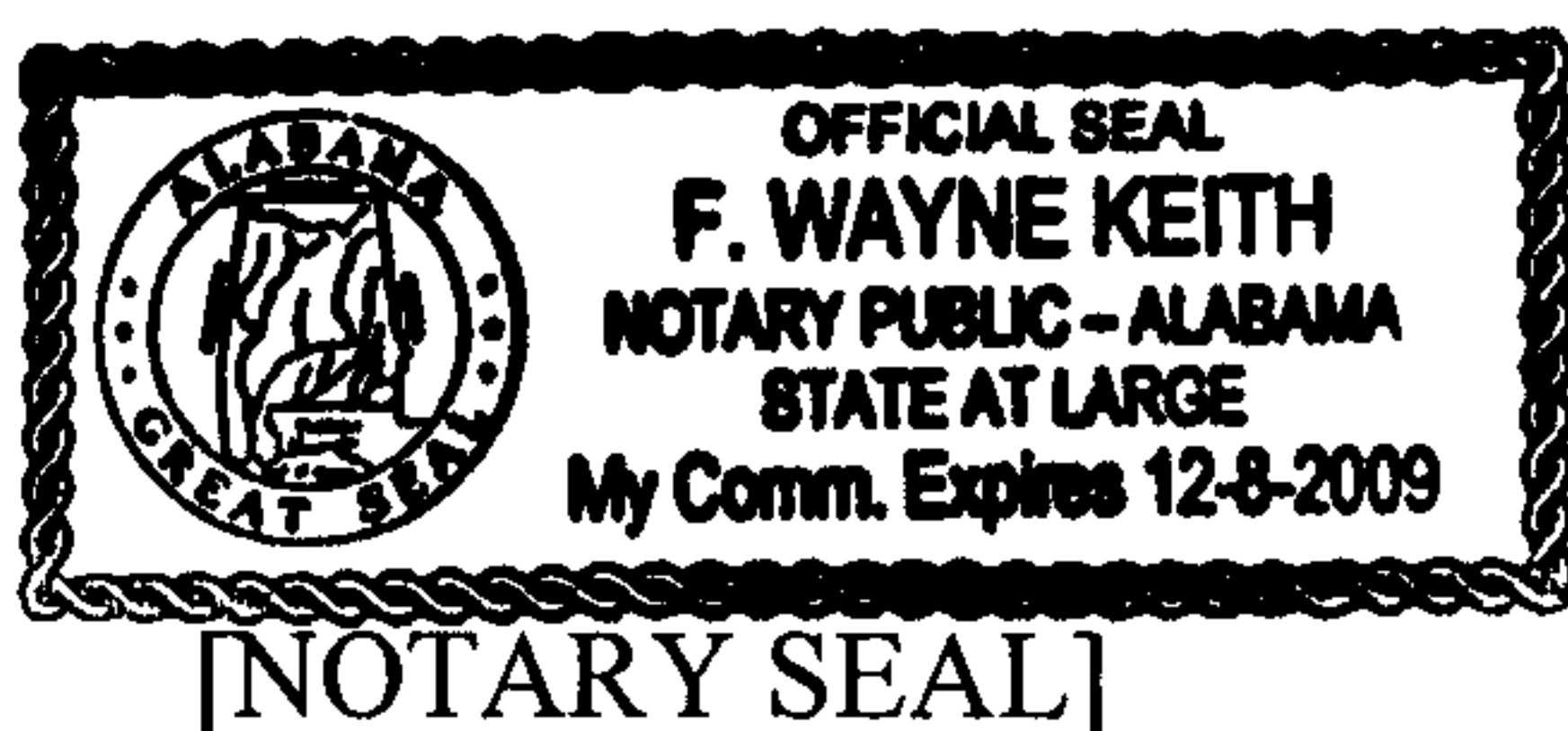
ITS: Managing Member


STATE OF ALABAMA)
COUNTY OF SHELBY)

20081014000404190 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
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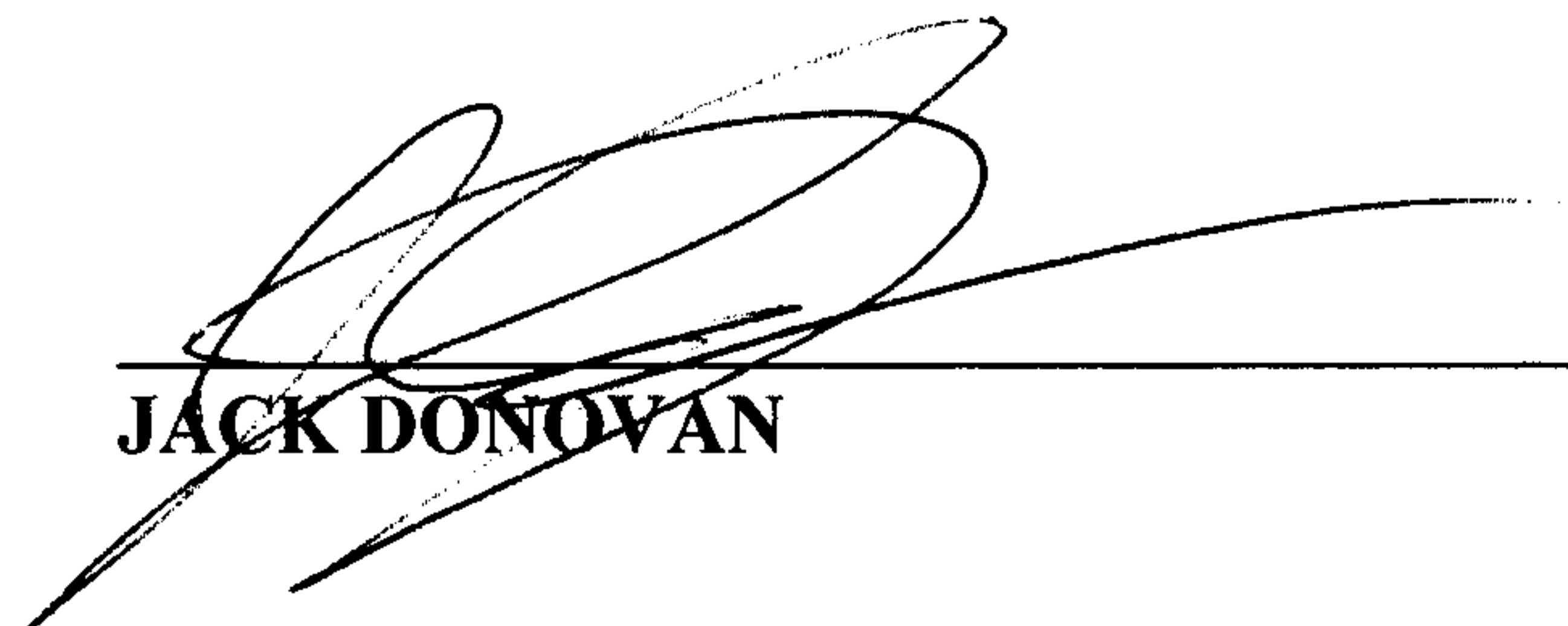
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack Donovan, whose name as Managing Member of Donovan Builders, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such managing member 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 29th day of September, 2008.





Notary Public
My commission expires: _____

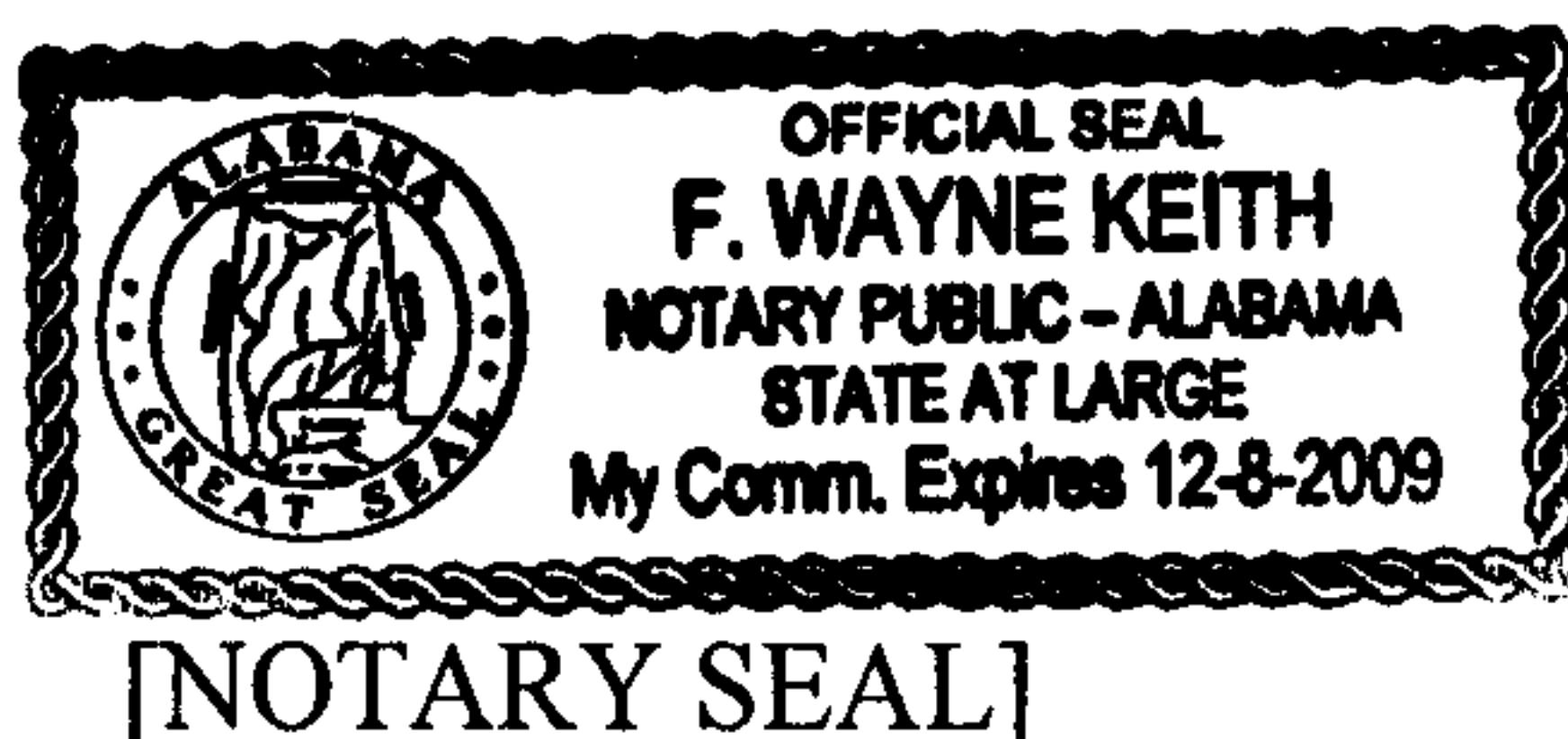



JACK DONOVAN

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jack Donovan, 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 29th day of September, 2008.



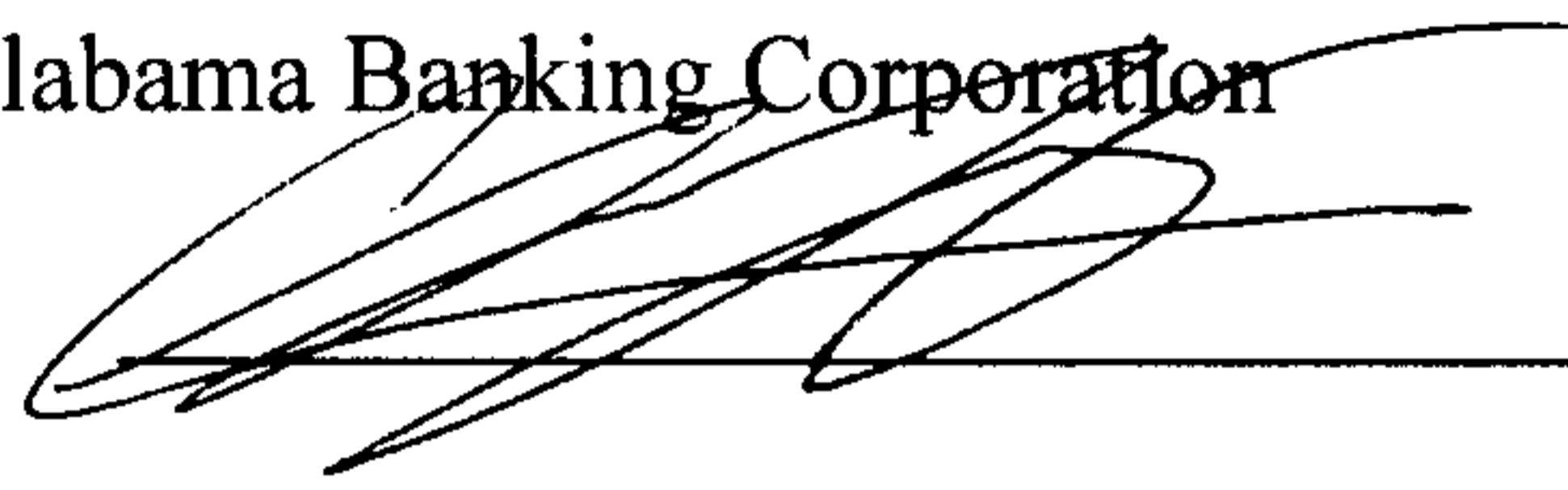


Notary Public
My commission expires: _____

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

SERVISFIRST BANK
an Alabama Banking Corporation

BY:
ITS:



**STATE OF ALABAMA)
COUNTY OF SHELBY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that , Chad Long whose name as Officer 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 Alabama Banking Corporation.

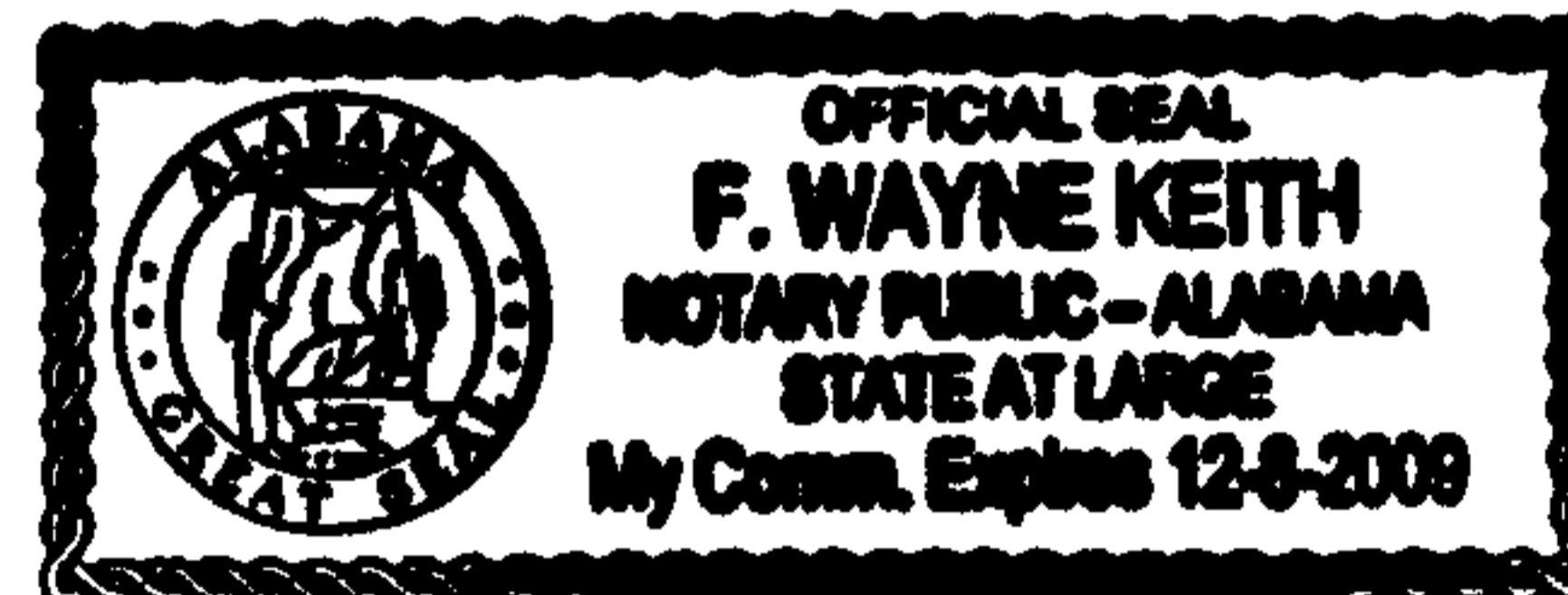
Given under my hand and official seal this 29th day of September, 2008.



Notary Public


My commission expires: _____

[NOTARY SEAL]



Lots 4, 5 6, 7, 109 and 128, according to the Final Plat Willow Oaks, as recorded in Map Book 38, Page 137 A, B and C, in the Probate Office of Shelby County, Alabama.

EXHIBIT A


20081014000404190 5/5 \$24.00
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Jefferson County, Alabama
10/07/2008 02:47:35 PM MTG
Fee - \$17.00

Mortgage Tax -\$750.00
Total of Fees and Taxes-\$767.00
KWBESS