

9  
*This instrument was prepared by:*  
**F. Wayne Keith, Attorney**  
**15 Southlake Lane, Suite 230**  
**Birmingham, Alabama 35244**  
**205.988.4202**



20081007001373330 1/5  
**Bk: LR200864 Pg:18635**  
**Jefferson County, Alabama**  
I certify this instrument filed on:  
10/07/2008 02:47:36 PM MTG  
Judge of Probate- Alan L. King



20081014000404210 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
10/14/2008 09:41:11AM FILED/CERT

A TOTAL OF \$3,750 IN MORTGAGE RECORDING TAX HAS BEEN PAID ON THE PRINCIPAL AMOUNT OF \$2,500,000 IN CONNECTION WITH THE RECORDING OF THE MORTGAGE BEING RECORDED AS INSTRUMENT NO. 20070920000441340 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THE PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS NOT BEING INCREASED BY THIS AMENDMENT; THEREFORE, NO ADDITIONAL MORTGAGE RECORDING TAX IS DUE.

18.00

### **AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

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

**BUCK CREEK CONSTRUCTION, INC.**, an Alabama Corporation ("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 August 29, 2007, recorded as Instrument no. **200709200000441340**, with the Judge of Probate of Shelby County, Alabama and in Instrument **LR 200764, Page 17314** 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 maturity date of the Amended Mortgage securing the outstanding mortgage indebtedness 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 August 29, 2007 given by Borrower and Chris Williams 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 maturity date of the Amended Mortgage securing the outstanding mortgage indebtedness 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.

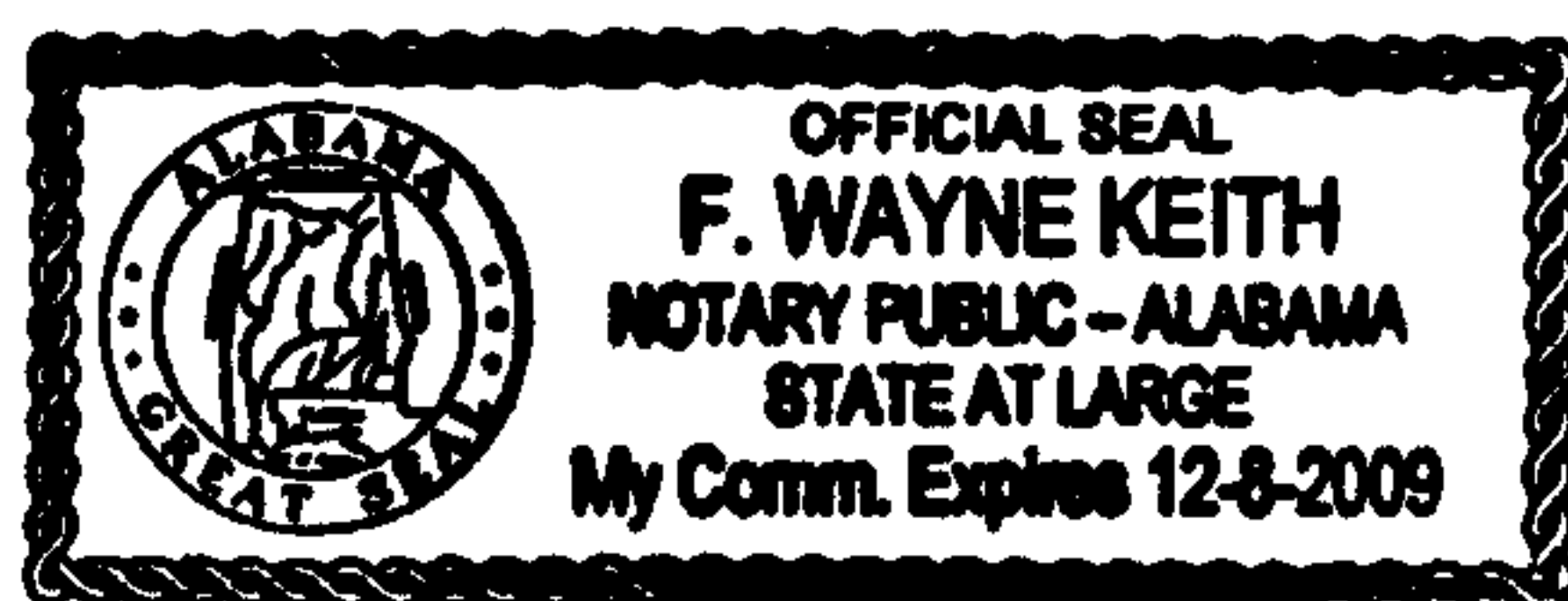
BORROWER:  
**BUCK CREEK CONSTRUCTION, INC.**  
an Alabama Corporation

BY:   
ITS: President

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris Williams, whose name as President of Buck Creek Construction, Inc., an Alabama 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 29th day of September, 2008.



[NOTARY SEAL]

  
\_\_\_\_\_  
Notary Public

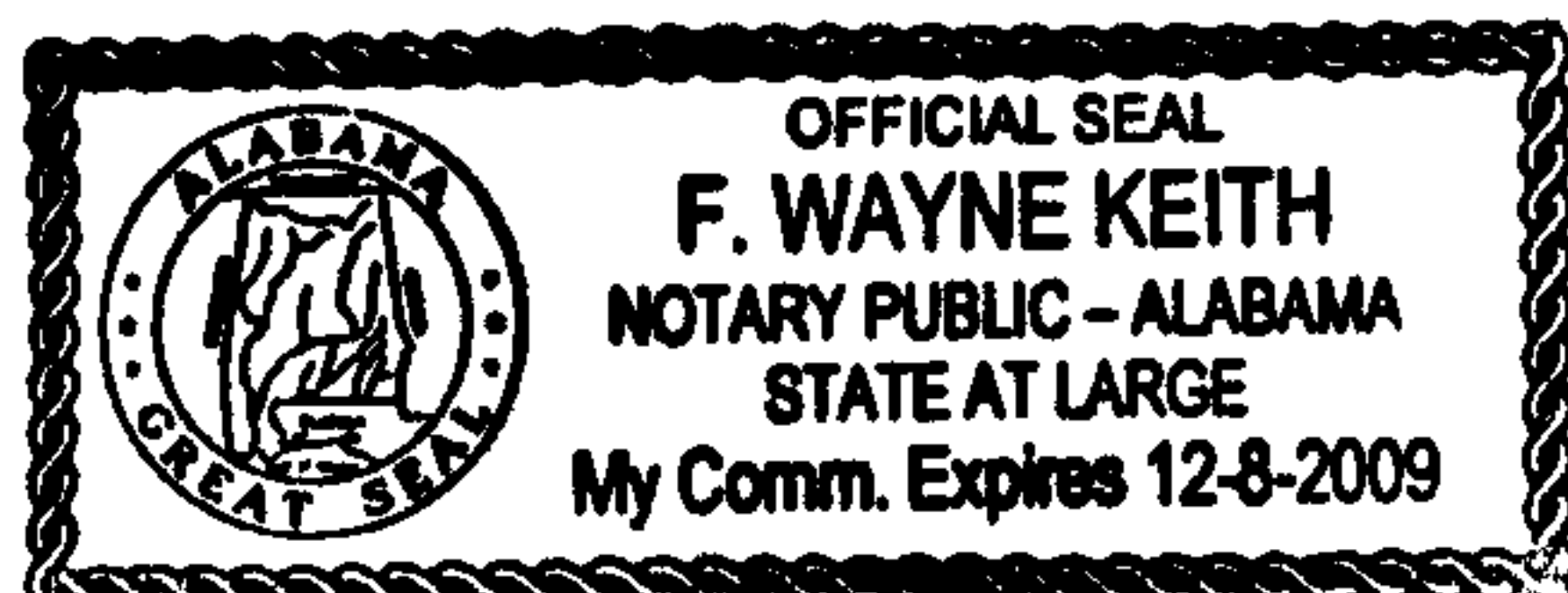
My commission expires: \_\_\_\_\_

  
\_\_\_\_\_  
CHRIS WILLIAMS

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Chris Williams, 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 SEAL]

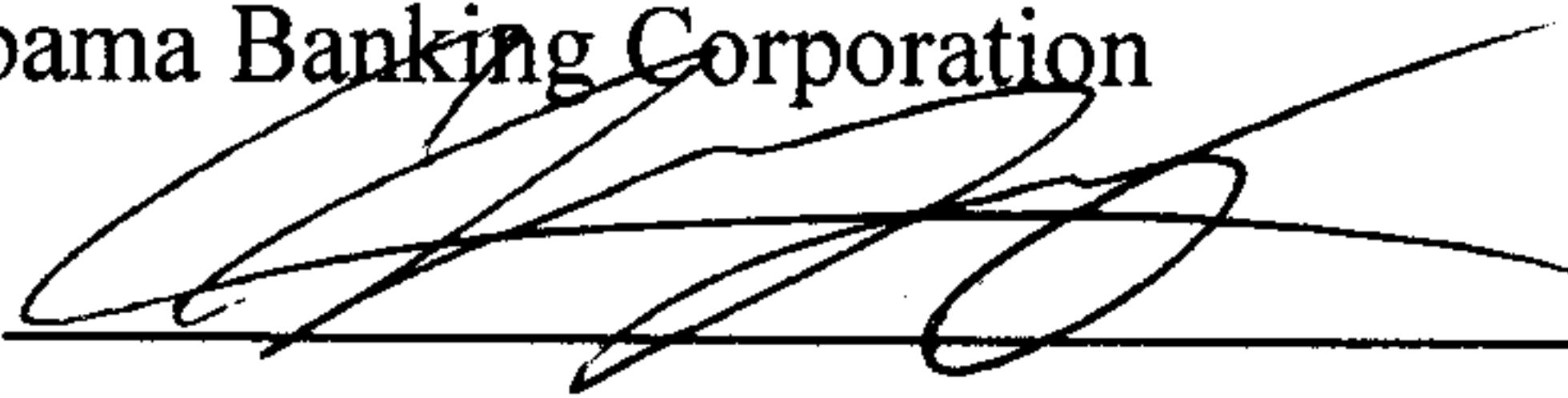
  
\_\_\_\_\_  
Notary Public

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 recording of the Mortgage.

**SERVISFIRST BANK**  
an Alabama Banking Corporation

BY:  
ITS:

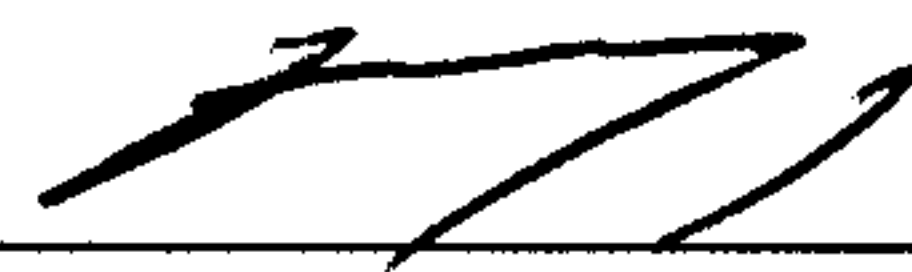
  
\_\_\_\_\_



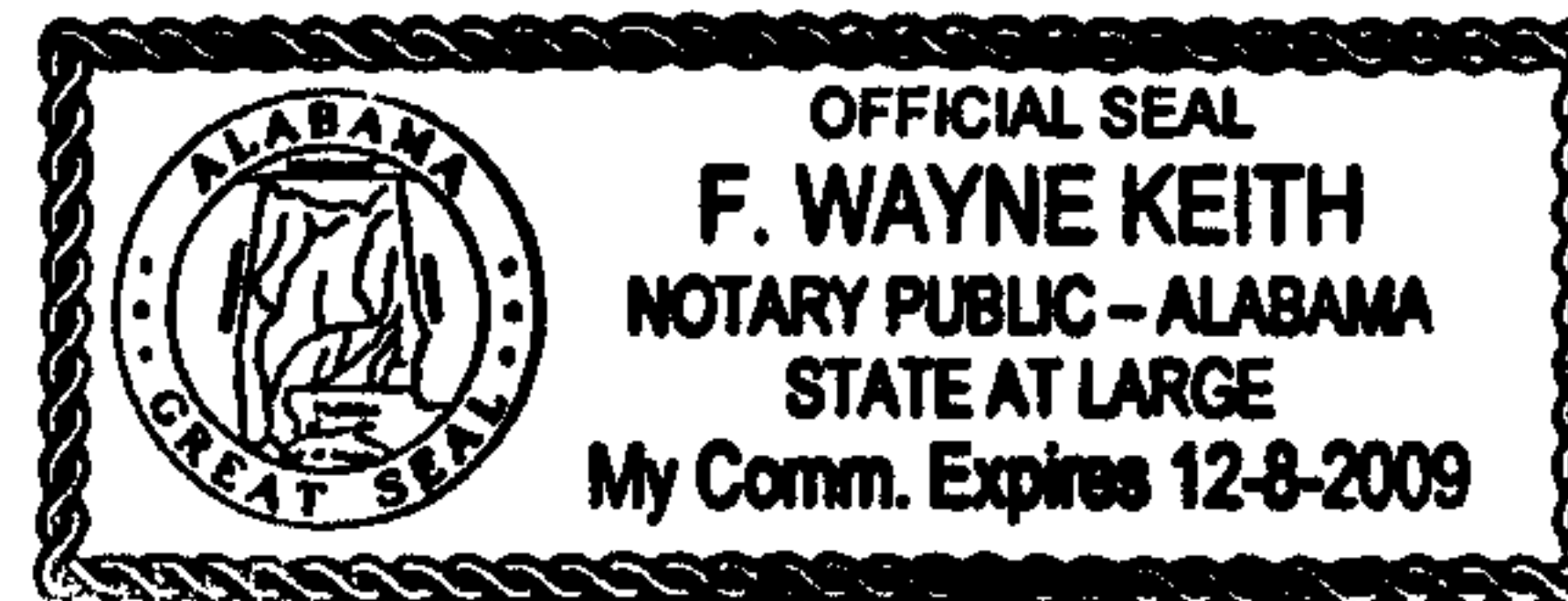
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brandon Wallis, whose name as Vice President 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]



**EXHIBIT A**

20081014000404210 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
10/14/2008 09:41:11AM FILED/CERT

***Lots 1, 2, 3, 117, 118 and 119, according to the final plat of Willow Oaks, recorded in Map Book 38, Page 137-A and 137-B, recorded July 18, 2007, in the Office of the Judge Of Probate 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 L. King* Judge of Probate  
**"NO TAX COLLECTED"**

20081007001373330 5/5  
Bk: LR200864 Pg:18635  
Jefferson County, Alabama  
10/07/2008 02:47:36 PM MTG  
Fee - \$18.00

Total of Fees and Taxes-\$18.00  
KWBESS