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20081106000430810 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
11/06/2008 01:12:49PM FILED/CERT

*This instrument was prepared by:*  
ServisFirst Bank, N.A.  
3300 Cahaba Road  
Birmingham, AL 35223

*1715-10-23-2008*  
A TOTAL OF \$4,500 IN MORTGAGE RECORDING TAX HAS BEEN PAID ON THE MAXIMUM PRINCIPAL AMOUNT OF \$3,000,000 IN CONNECTION WITH THE RECORDING OF THE ORIGINAL MORTGAGE IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AS INSTRUMENT NO. 20070925000448370 AND RE-RECORDED AS INSTRUMENT NO. 20070926000452760. THE PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS BEING DECREASED BY THIS AMENDMENT IN THE AMOUNT TO THE MAXIMUM PRINCIPAL SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) OUTSTANDING FROM TIME TO TIME.

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of October 23, 2008.

**AUTHENTIC BUILDING COMPANY, 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 20, 2007, recorded as Instrument no. **20070925000448370** and re-recorded as Instrument no. **20070926000452760**, with the Judge of Probate of Shelby County, Alabama, **AND** Additional Mortgage and Security Agreement, dated November 5, 2007, recorded in Instrument no. **Book R 2008, Page 137780**, with the Judge of Probate of Chilton 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 Three Million and No/100 Dollars (\$3,000,000.00) 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 decrease the outstanding indebtedness.

**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) The outstanding mortgage indebtedness shall be decreased to a revolving indebtedness in the maximum principal sum of **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** outstanding from time to time.

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.

4. **Environmental Indemnity.** Borrower agrees that the Indemnity Agreement, dated September 20, 2007 given by Borrower and Brett G. Winford in favor of Lender (the "Indemnity") is hereby amended as follows:

The outstanding mortgage indebtedness shall be decreased to a revolving indebtedness in the maximum principal sum of **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** outstanding from time to time as if such amount 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:

**AUTHENTIC BUILDING COMPANY, LLC**  
an Alabama Limited Liability Company

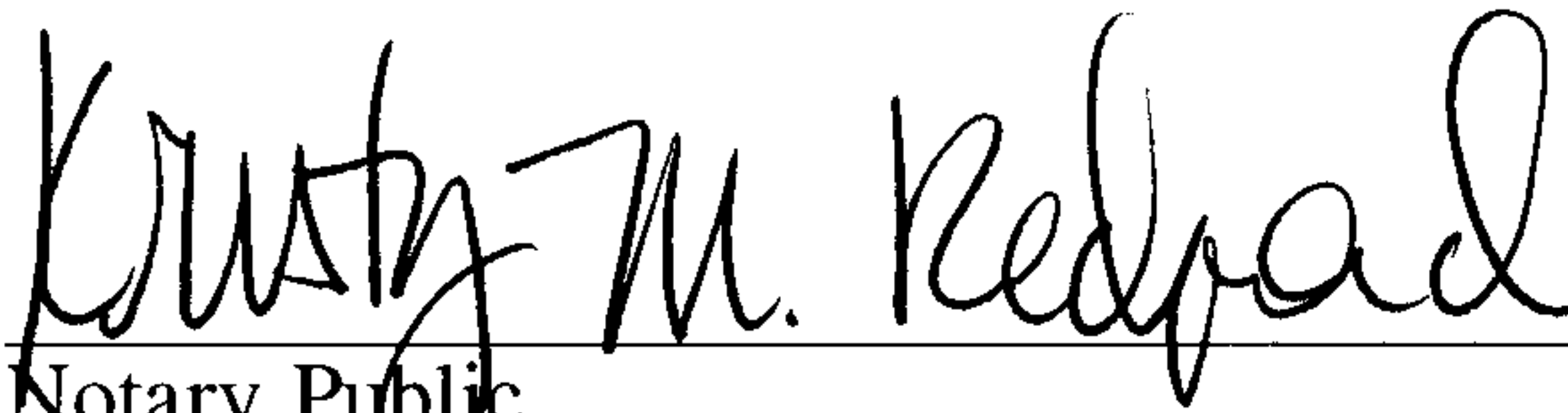
BY: 

ITS: Sole Member

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brett G. Winford, whose name as Sole Member of Authentic Building Company, 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 23 day of October, 2008.

  
Notary Public

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

[NOTARY SEAL]

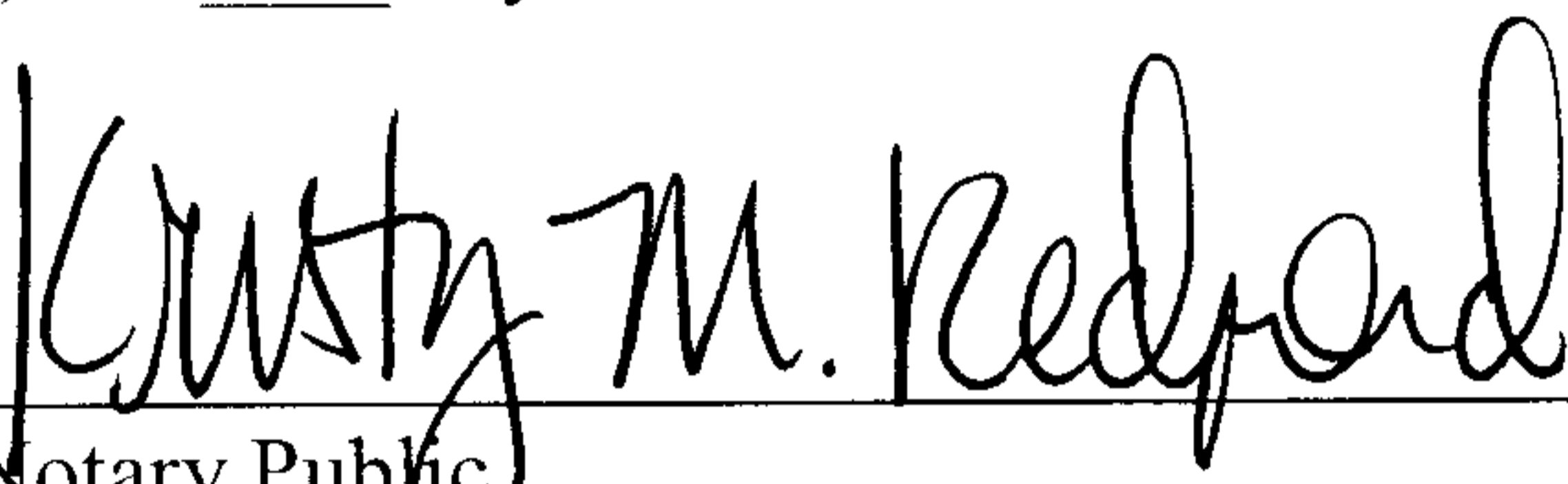
KRISTY M. REDFORD  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
January 24, 2010

  
\_\_\_\_\_  
**BRETT G. WINFORD**

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


I, the undersigned Notary Public in and for said County, in said State, hereby certify that Brett G. Winford, 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 23 day of October, 2008.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[NOTARY SEAL]

**KRISTY M. REDFORD**  
**Notary Public, State of Alabama**  
**Alabama State At Large**  
**My Commission Expires**  
**January 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 the initial recording of the Mortgage.

**SERVISFIRST BANK**  
an Alabama Banking Corporation

BY: Ted Wood  
ITS: Senior 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 Ted Wood, whose name as Senior 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 23 day of October, 2008.

Kristy M. Redford  
Notary Public

[NOTARY SEAL]

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

KRISTY M. REDFORD  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
January 24, 2010

  
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**EXHIBIT A**

**PARCEL 1.** Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 59 and 60 according to the Final Plat of Stone Creek, Phase 5, Plat One, Lake Sector, as recorded in Map Book 39, Page 22, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**PARCEL 2.** Lot 10 of the ALAGA Landing Subdivision as per map or plat recorded in cabinet slide 109 at page 5 in the Office of the Judge of Probate, Chilton County, Alabama.



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