


THE AMOUNT OF NEW INDEBTEDNESS SECURED BY THIS AMENDMENT IS \$40,000.00.

THIS INSTRUMENT PREPARED BY:

Phillip D. Corley, Jr.
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Birmingham, Alabama 35209
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20081203000455420 1/5 \$83.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
COUNTY OF SHELBY)

**FIRST AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT**

This agreement is dated as of September 19, 2008, between **Cahaba River Road, L.L.C.**, an Alabama limited liability company (hereinafter called the "Borrower" or the "Mortgagor", whether one or more), as mortgagor, and **Red Mountain Bank, N.A.**, a national banking association (hereinafter the said mortgagee and any subsequent holder of the Mortgage, as amended, are referred to as the "Lender" or "Mortgagee" whether one or more), as mortgagee.

WHEREAS, Mortgagee made a loan to Mortgagor in the original principal amount of \$936,000.00 (the ALoan@), which Loan was evidenced by that certain Mortgage Note (the ANote@) executed as of December 15, 2004 by Mortgagor in favor of Mortgagee, and was secured by, among other things, that certain Mortgage and Security Agreement (the AMortgage@) dated December 15, 2004 by Mortgagor in favor of Mortgagee and recorded at Instrument No. 2004-68560 of the Official Records of Shelby County, Alabama on September 21, 2005, encumbering the real property (Athe Property@) located in Shelby County, Alabama, and more particularly described in the Mortgage and in Exhibit A attached thereto (the Note, Mortgage, along with any and all such other documents or financing statements executed or delivered by Mortgagor or Guarantors in connection with the Loan shall be collectively referred to herein as the ALoan Documents@). Mortgagee is the current holder of the Note and is the beneficial holder of the Mortgage and the other Loan Documents.

AND WHEREAS Mortgagor has requested that the current principal balance of the Loan be increased by the sum of Forty Thousand and No/100 Dollars (\$40,000.00), and Mortgagee is willing to increase the current principal balance of the Loan subject to the terms and conditions set forth in this instrument;

AND WHEREAS the parties desire to secure the original principal amount of the Note, the additional principal amount advanced in connection with this Amendment, both with interest, all renewals, extensions and modifications thereof, and all refinancing of any part of the Note and any and all other additional indebtedness of Borrower to Lender now existing or hereafter arising,

whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

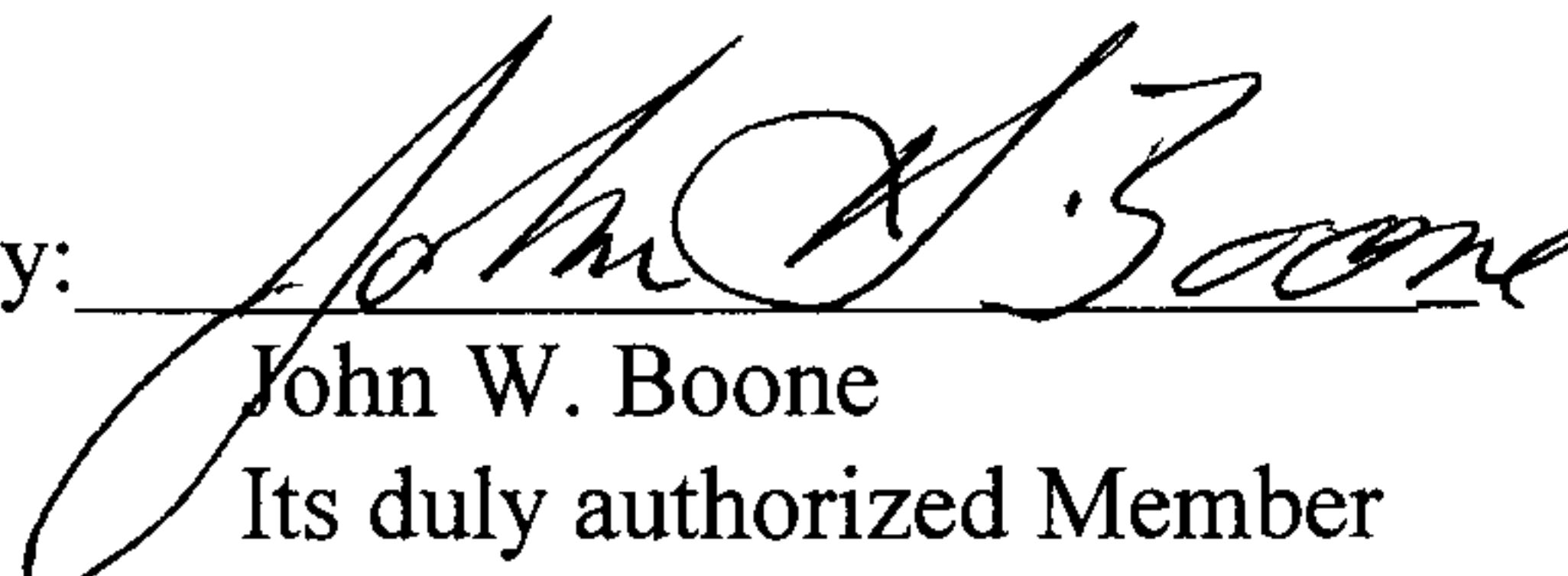
1. The Mortgage is hereby amended to secure new loan proceeds in the amount of \$40,000.00 advanced concurrently herewith, pursuant to the Note, as amended and restated of even date herewith.
2. Borrower hereby warrants to Lender that (i) subject to the modifications contained herein, the provisions of the Loan Documents are in full force and effect and are enforceable against Borrower in accordance with their respective terms, (ii) all information provided and representations made to Lender in consideration hereof are true and correct in all material respects, and (iii) there have been no material adverse changes in such information and representations since the date such were provided or made to Lender.
3. The parties agree that (i) this Amendment shall not constitute a novation, (ii) the terms and provisions of the Note, Mortgage, and the other Loan Documents shall remain valid and in full force and effect subject only to the modifications contained herein, and (iii) each and every other term and condition of the Note, Mortgage, and the other Loan Documents, included without limitation those not expressly referenced herein or amended hereby, are hereby acknowledged, ratified, reaffirmed and renewed in all respects.

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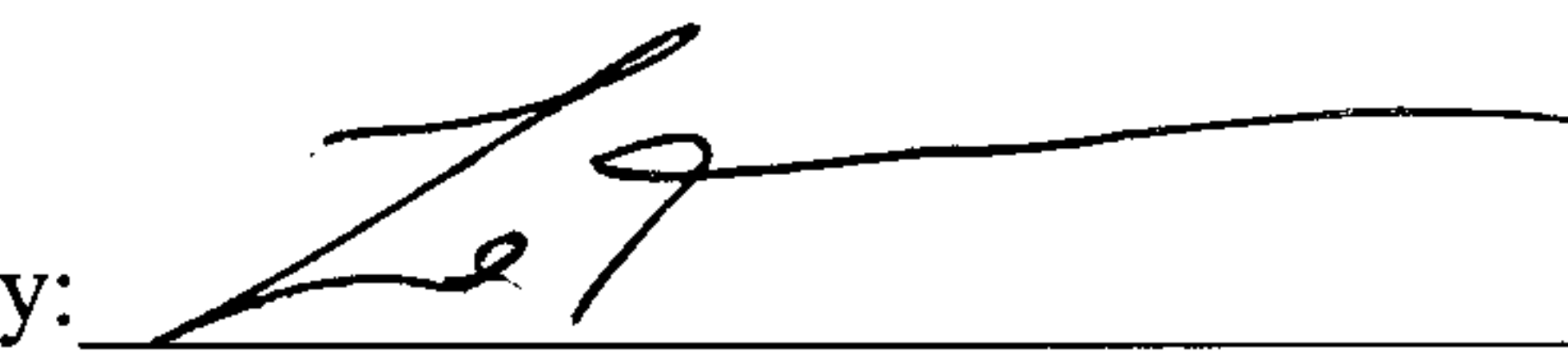
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date and year first above written.

BORROWER (Mortgagor):

CAHABA RIVER ROAD, L.L.C., an
Alabama limited liability company

By: 
John W. Boone
Its duly authorized Member

and

By: 
Len B. Shannon III
Its duly authorized Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Len B. Shannon III**, and **John W. Boone**, whose names as members of Cahaba River Road, L.L.C., an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, each, as such member and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 19 day of September, 2008.


NOTARY PUBLIC

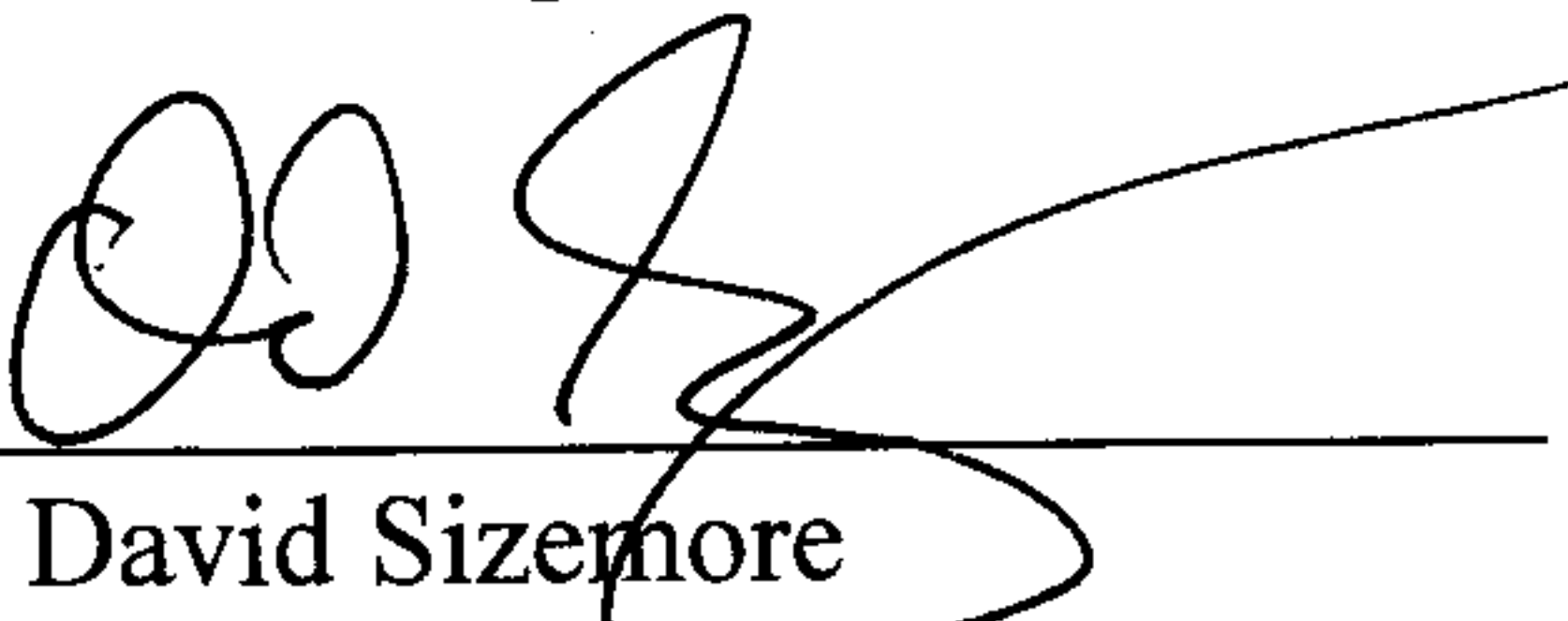
My Commission Expires: May 22, 2010

Acknowledged and Agreed:

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LENDER:

Red Mountain Bank, N.A.,
a national banking association

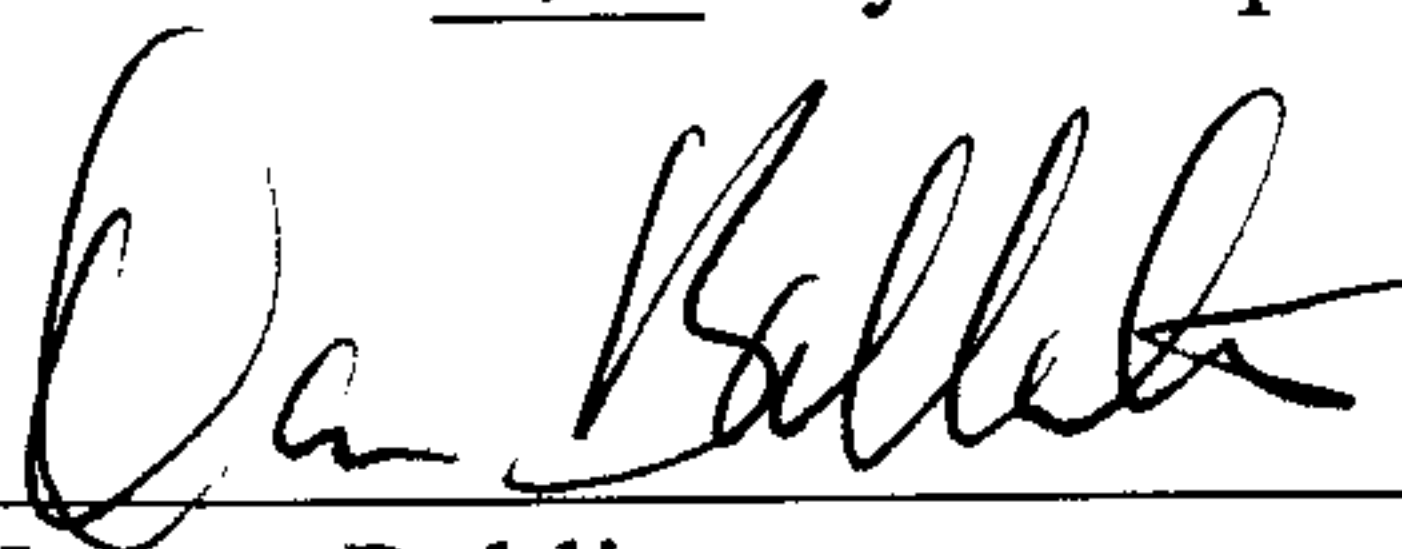
By: 
David Sizemore
Assistant Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

On the 19 day of September in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared David Sizemore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as Assistant Vice President of Red Mountain Bank, N.A.

Given under my hand and official seal this the 19 day of September, 2008.


Notary Public

My Commission Expires: May 22, 2010



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EXHIBIT A

LOTS 1 AND 3, ACCORDING TO THE SURVEY OF OWEN'S INDUSTRIAL PARK, AS
RECORDED IN MAP BOOK 8, PAGE 181, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.