

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor:

Mortgage and Security Agreement (as recorded):

John Mayhall

Shelby County, Alabama

County of Record

20070511000222880

Instrument Number

2734 County Road 331

5/11/2007

Date of Record

Mailing Address

Columbiana, Alabama 35051

Instrument Prepared

City, State, Zip

**STATE OF ALABAMA
COUNTY OF SHELBY**


20081205000459000 1/2 \$764.00
Shelby Cnty Judge of Probate, AL
12/05/2008 02:59:09PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of Frontier Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee (the "Secured Indebtedness"); and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows:

- 1) To increase the Principal Sum of the Secured Indebtedness identified in the Mortgage and Security Agreement as set forth below:

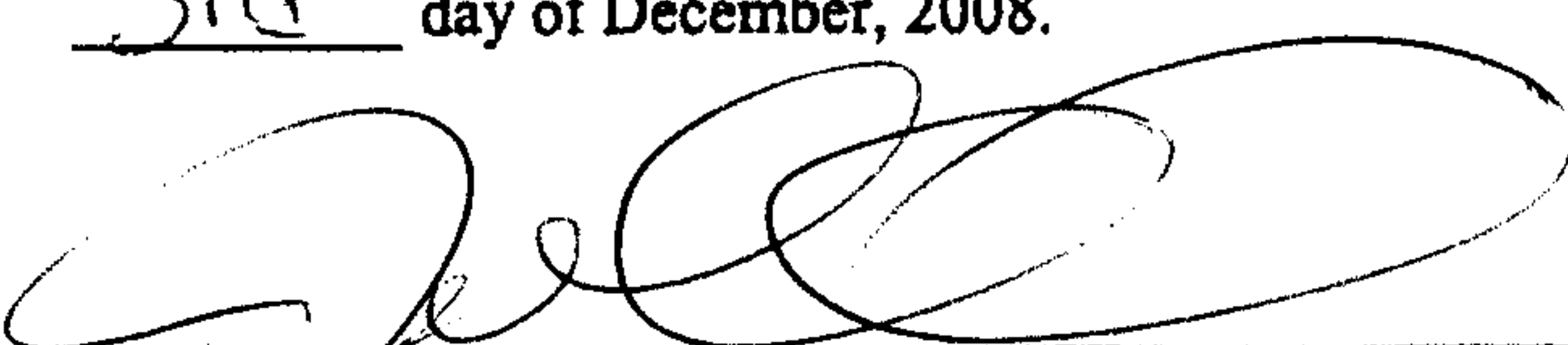
A.	Principal Sum of Indebtedness, as Recorded:	\$ <u>400,000.00</u>
B.	Increase in Principal Sum of Indebtedness:	\$ <u>500,000.00</u>
C.	Principal Sum of Indebtedness, as Amended:	\$ <u>900,000.00</u>

The amount set forth on Line C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the Indebtedness identified therein as secured.

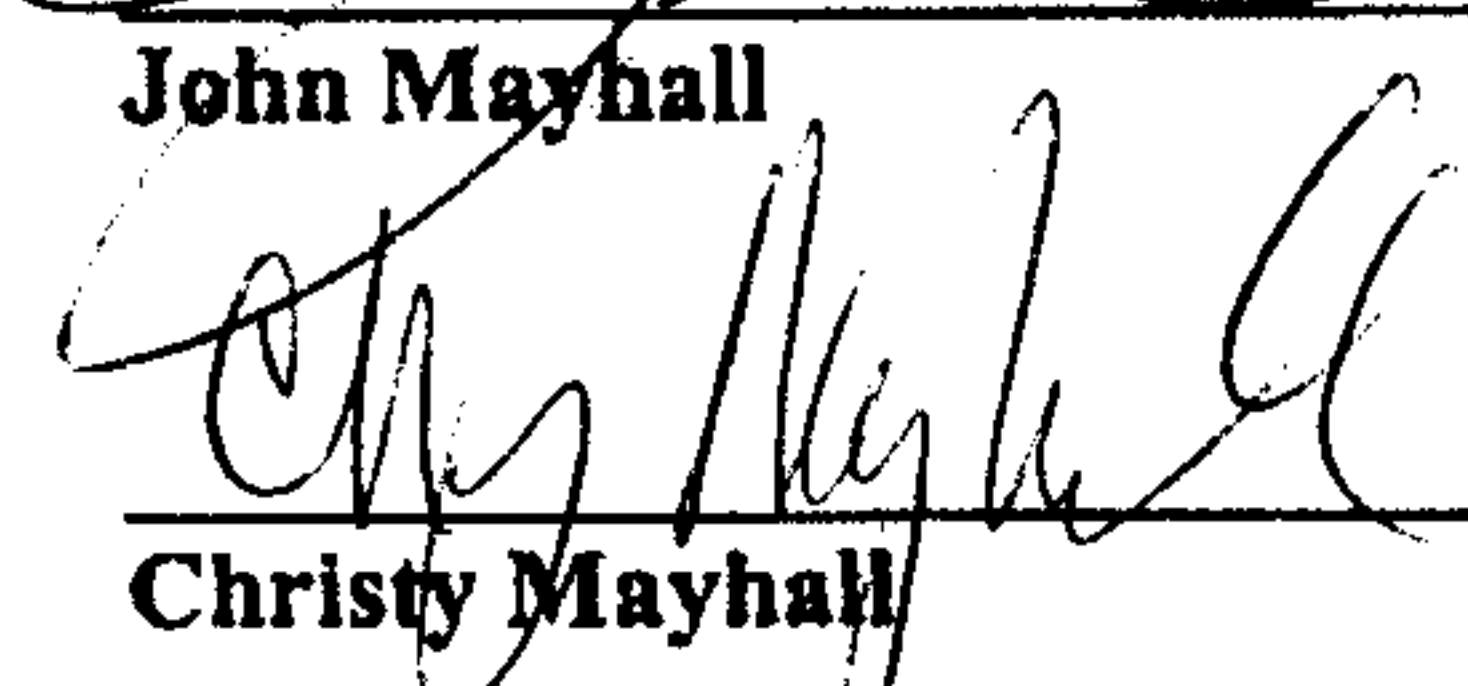
- 2) To include in the Secured Indebtedness all present indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee, including, but not limited to the personal Guaranty Agreement executed by John Mayhall in favor of Frontier Bank guaranteeing that certain note payable to Frontier Bank in the amount of \$4,600,000.00 executed on or about November 26, 2008, and all future indebtednesses, obligations and liabilities of the Mortgagor to the Mortgagee incurred, contracted or arising prior to the termination of this agreement in accordance with its terms.

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, conditions, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s) or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 3rd day of December, 2008.


John Mayhall

12-3-08
Date


Christy Mayhall

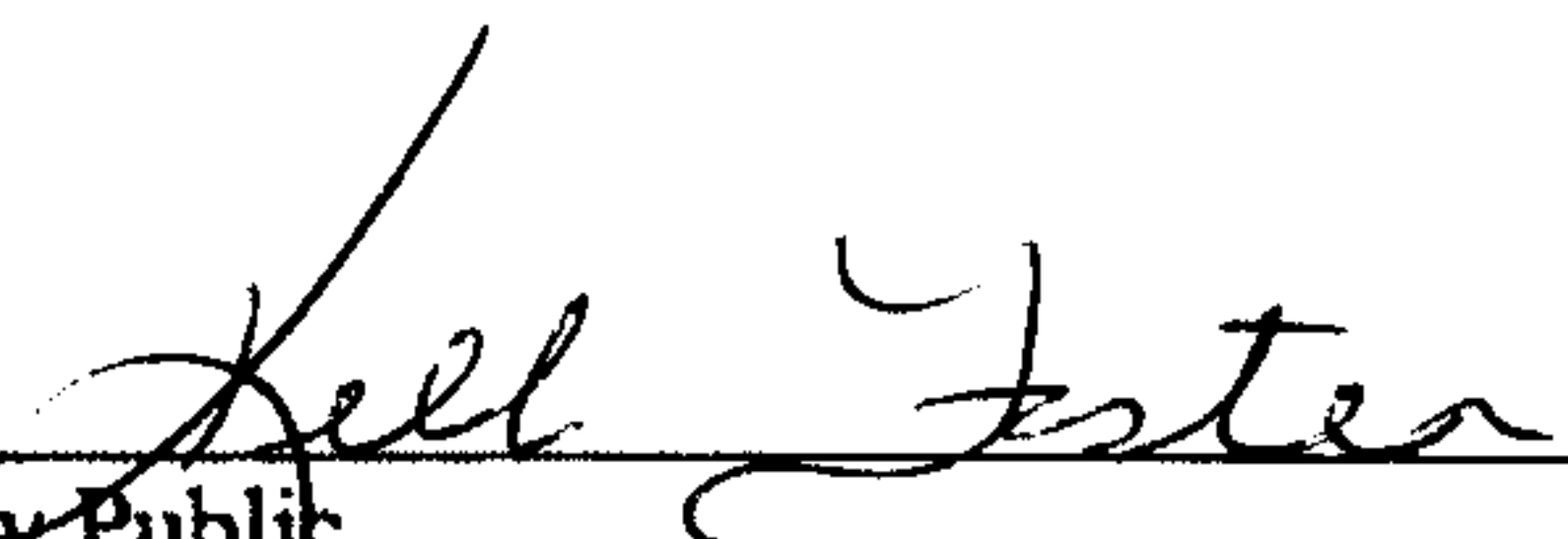
12-3-08
Date

STATE OF ALABAMA)
)
SHELBY COUNTY)

20081205000459000 2/2 \$764.00
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 John Mayhall, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day under oath, that the foregoing statements are true, and that he executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of December, 2008.


Notary Public

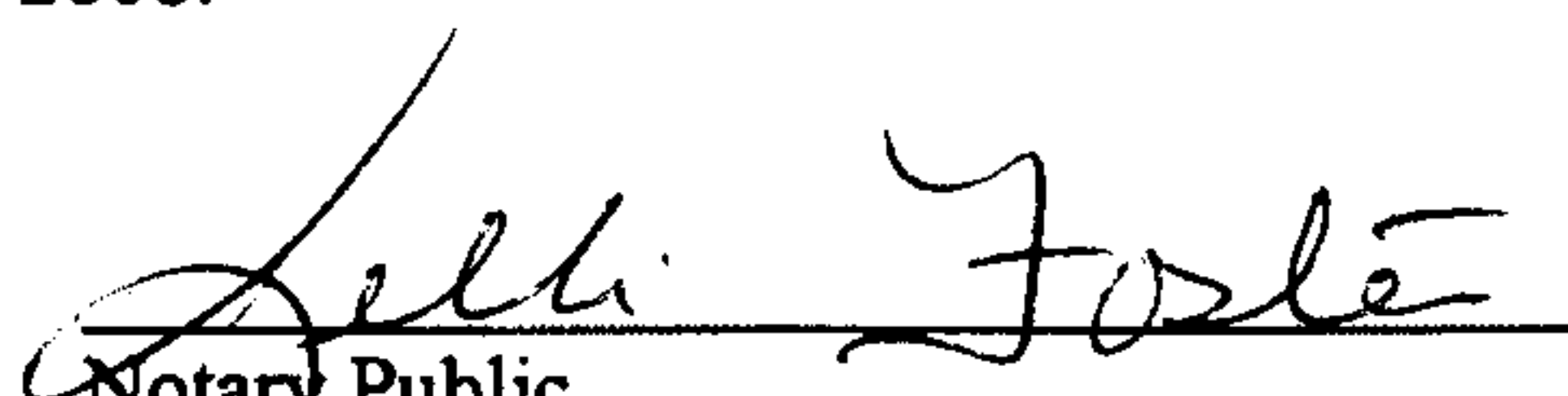
SEAL

My commission expires: **Kelli Foster**
Notary Public
My Commission Expires
1/18/2009

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christy Mayhall, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day under oath, that the foregoing statements are true, and that she executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of December, 2008.


Notary Public

SEAL

My commission expires: ~~Kelli Foster~~
Notary Public
My Commission Expires
1/18/2009

Legal Description:

Lot 2, according to the survey of Strong Ridge, as recorded in Map Book 22, Page 155, in the Probate Office of Shelby County, Alabama.