

**NOTE TO PROBATE COURT:** The indebtedness secured by the mortgage being amended hereby has not been increased, nor has the maturity date of the indebtedness secured thereby been extended. Thus, mortgage tax on the full amount of the indebtedness secured by said mortgage has previously been paid.

STATE OF ALABAMA       )

SHELBY COUNTY        )

**FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS**

**THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS** ("this Amendment") dated June 8, 2009 is entered into by **DLP PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Borrower"), in favor of **REGIONS BANK**, an Alabama banking corporation (the "Lender").

**Recitals**

A.     Keystone Investments, LLC, an Alabama limited liability company (the "Original Borrower"), has heretofore entered into a Business Loan Agreement dated November 12, 2004, (the "Loan Agreement"), pursuant to which the Lender made a commercial loan to the Original Borrower secured by certain property located in Shelby County, Alabama and more particularly described in the Mortgage as defined herein.

B.     The Loan was secured by, among other things, (1) that certain Mortgage dated November 12, 2004 on the Property, which mortgage is filed for record in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20041115000625890 (the "Mortgage"), (2) that certain Equity Asset Mortgage dated December 4, 2007 on the Property, which mortgage is filed for record in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20071227000579810, which mortgage shall be released on the date hereof, and (3) that certain Assignment of Rents dated November 12, 2004 on the Property, which assignment of rents is filed for record in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20041115000625900 (the "Assignment").

C.     The Original Borrower is selling the Property to the Borrower on even date herewith. In order to induce the Lender to consent to sale of the Property, the Borrower has agreed to assume the obligations of the Original Borrower to the Lender pursuant to a Loan Assumption and Modification Agreement dated of even date herewith.

D.     In order to induce the Lender to consent to the sale of Property to the Borrower and further modifications to the Loan Agreement, the Borrower has agreed to enter into this Amendment with the Lender.

### Agreement

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Lender hereby agree and the Mortgage and Assignment are hereby amended as follows:

1. Rules of Construction. For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage and the Assignment.

2. Amendments to Mortgage and Assignment.

(a) All references to "Keystone Investments, LLC" in the Mortgage and the Assignment are hereby deleted and replaced in their entirety with "DLP Properties, L.L.C."

(b) The legal description, referred to as Exhibit "A" in the Mortgage and the Assignment, is hereby amended and restated in its entirety with the Revised Exhibit A attached hereto.

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Assignment.

(b) All references in the Mortgage and this Amendment to "this Mortgage" shall refer to the Mortgage, as amended of even date herewith.

(c) All references in the Assignment and this Amendment to "this Assignment" shall refer to the Assignment, as amended of even date herewith.

(d) All references in the Mortgage or Assignment to any other document executed in connection with the Loan Agreement, shall refer to such document as amended in connection with this Amendment and as such document may hereafter be amended.

4. Reaffirmance of Representations and Warranties. The Borrower hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage and the Assignment are true and correct as of the date hereof, (ii) it is in compliance with all the terms and provisions set forth in the Mortgage and the Assignment on its part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

5. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment or any of the other Loan Documents by the Grantor.



6. Mortgage/Assignment to Remain. Except as expressly modified and amended, the Mortgage and the Assignment shall remain in full force and effect in accordance with their terms.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

9. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

10. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned Borrower has caused this instrument to be executed by its duly authorized officer on the date set forth below said officer's acknowledgment.

DLP PROPERTIES, L.L.C.

By [Signature]  
Name: David L Price  
Its: Member

STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David L. Price, whose name as Member of DLP Properties, L.L.C., 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 said instrument, he, 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 official seal, this the 8<sup>th</sup> day of June, 2009.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: 10/20/2011

IN WITNESS WHEREOF, the undersigned Bank has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.

REGIONS BANK

By: J. Philip Webb  
Name: J. Philip Webb  
Title: Vice President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Philip Webb, whose name as Vice President of Regions 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 said instrument, he, as such Authorized Officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 8<sup>th</sup> day of June, 2009

Joanne R. Lewis  
Notary Public

AFFIX SEAL


My commission expires: 10/20/2011

This instrument was prepared by:

C. Patrick Bodden, Esq.  
MAYNARD, COOPER & GALE, P.C.  
2400 Regions/Harbert Plaza  
1901 Sixth Avenue North  
Birmingham, Alabama 35203  
(205) 254-1000



**REVISED EXHIBIT A**

  
20090611000224390 6/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
06/11/2009 03:18:20 PM FILED/CERT

**Land Description**

Commence at the Southwest corner of the Northeast quarter of the Southeast quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence North 90° 00' 00" East along the South line of said quarter-quarter a distance of 174.65 feet to a point on the Westerly right of way line of Interstate Highway No. 65, in a curve having a central angle of 1° 43' 35" and a radius of 5,054.58 feet; thence run along the arc of said curve an arc distance of 152.29 feet to the P. T. of said curve; thence run North 22° 53' 43" East along the Westerly property line (right of way line) of Interstate 65, a distance of 47.71 feet to a found rebar corner and the point of beginning of the property being described; thence run North 22° 53' 43" East along said I-65 right of way a distance of 169.36 feet to a set rebar corner; thence run North 77° 02' 59" West a distance of 447.43 feet to a set rebar corner on the East margin of Commerce Drive; thence run South 25° 19' 15" West along said margin of said drive a distance of 50.87 feet to the P.C. of a curve to the left having a central angle of 71° 57' 44" and a radius of 50.0 feet; thence run along the arc of said curve an arc distance of 62.80 feet to a P.R.C. of a cul de sac radius having a central angle of 71° 55' 50" and a radius of 80.00 feet; thence run along the arc of said curve an arc distance of 100.43 feet to a found rebar corner; thence run South 80° 35' 48" East a distance of 368.60 feet to the POINT OF BEGINNING.

Said property being further described as follows:

Lots 1 and 2, according to the Final Plat of Keystone Investments, as recorded in Map Book 34, page 59, in the Probate Office of Shelby County, Alabama.