

109-17255

  
20090617000231290 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
06/17/2009 09:16:04 AM FILED/CERT

*This instrument was prepared by  
and after recording return to:  
Paden and Paden  
#5 Riverchase Ridge, Ste 100  
Birmingham, AL 35244*

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY  
AGREEMENT**

This Amendment to Mortgage, Assignment of Rents and Security Agreement is entered into on May 6, 2009.

**HPH PROPERTIES, LLC**, an Alabama limited liability company (“Mortgagor”) has made and delivered to **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association (“Bank”), a Mortgage, Assignment of Rents and Security Agreement (“Mortgage”) dated March 8, 2007, recorded in Instrument No. 20070406000158880 with the Judge of Probate of Shelby County, Alabama, in order to secure the Obligations, as defined therein, including, without limitation, a revolving loan in the principal amount of up to Thirty Million and No/100 Dollars (\$30,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Mortgagor from time to time owing to Bank.

**THIS MORTGAGE IS GIVEN AS ADDITIONAL SECURITY FOR REVOLVING INDEBTEDNESS IN A MAXIMUM PRINCIPAL SUM OF \$30,000,000 UPON WHICH THE RECORDING TAX HAS BEEN PAID UPON RECORDING OF A SEPARATE MORTGAGE AND SECURITY AGREEMENT RECORDED IN INSTRUMENT NUMBER 20070406000158880 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

Mortgagor has requested that the Mortgage be amended to add additional property, and Bank has consented to amend the Mortgage to do so.

**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:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A thereto 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 and intangible personal property relating thereto (collectively, the “Added Property”). Mortgagor hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Bank, subject to the terms and conditions of the Mortgage.

2. Continued Effectiveness of Documents. In all other respects the Mortgage shall remain unchanged and in full force and effect, and Mortgagor affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

**IN WITNESS WHERE,** the parties have executed this Amendment as of the date appearing on the first page of this Amendment.

**MORTGAGOR:**

**HPH PROPERTIES, LLC,**  
an Alabama limited liability company

BY: HPHB, LLC,  
an Alabama limited liability company,  
Its Sole Member

BY: \_\_\_\_\_  
David Bonamy  
Its Authorized Manager

**STATE OF ALABAMA** )

**COUNTY OF SHELBY** )

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Bonamy, whose name as Authorized Manager of HPHB, LLC, an Alabama limited liability company, acting in its capacity as Sole Member of HPH Properties, 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 such instrument, he, as such Authorized Manager and with full authority, executed the same voluntarily for and as the act of said HPHB, LLC, in its capacity as Sole Member of HPH Properties, LLC.

Given under my hand and seal, this 6<sup>th</sup> day of May, 2009.

*Amanda Elmaeth Watson*

NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 30, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARY SEAL]



20090617000231290 3/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
06/17/2009 09:16:04 AM FILED/CERT

**RE: HPH PROPERTIES, LLC, Alabama Limited Liability Co.**

**Loan Number:**

**File Number: R09-17255**

**EXHIBIT "A"**

**Lots 104, 105, 116 and 117, according to the Survey of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123-A, Page 123-B, and 123-C, in the Probate Office of Shelby County, Alabama.**