

20090812000309440 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
08/12/2009 08:39:01 AM FILED/CERT

20090709000824900 1/5
Bk: LR200907 Pg:17940
Jefferson County, Alabama
I certify this instrument filed on
07/09/2009 02:51:50 PM MTG
Judge of Probate- Alan L. King

This instrument was prepared by:
The Law Offices of B. Christopher Battles, LLC
3150 Highway 52 West
Pelham, AL 35124

A TOTAL OF \$3,750.00 IN MORTGAGE RECORDING TAX HAS BEEN PAID ON THE MAXIMUM PRINCIPAL AMOUNT OF \$2,500,000.00 IN CONNECTION WITH THE RECORDING OF THE MORTGAGE AS RECORDED IN INSTRUMENT NO. 20070320000441340 (SHELBY COUNTY) AND LR 200764, PAGE 17314 (JEFFERSON COUNTY) AND AMENDED IN INSTRUMENT 20080423000166910 (SHELBY COUNTY AND AMENDED IN INSTRUMENT NO. 20081014000404210 (SHELBY COUNTY) AND LR 200864, PAGE 18635 (JEFFERSON COUNTY) THEREFORE, THERE IS NO ADDITIONAL MORTGAGE RECORDING TAX DUE.

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

#7034

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of July 3, 2009.

BUCK CREEK CONSTRUCTION, INC., ("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 August 29, 2007, as recorded in Instrument No. 20070320000441340 (SHELBY COUNTY) and LR 200764, Page 17314 (JEFFERSON COUNTY) and amended in Instrument No. 20080423000166910 (SHELBY COUNTY) and amended in Instrument No. 20081014000404210 (SHELBY COUNTY) and LR 200864, Page 18635 (JEFFERSON COUNTY), in the Office of the Judge of Probate of Shelby County, Alabama and Jefferson 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 Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) 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 add additional property.

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. Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto 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 or intangible personal

property relating thereto (collectively, the "Added Property"). Borrower hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Lender, 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 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. Borrower also agrees to pay any title insurance premium or charges to add the Added Property to Lender's title insurance policy.

4. Environmental Indemnity. Borrower agrees that the Indemnity Agreement, dated August 29, 2007 given by Borrower and Chris Williams in favor of Lender (the "Indemnity") is hereby amended as follows:

Exhibit A to the Indemnity is hereby amended by adding the real property described on Exhibit A attached hereto with the same effect as if such property were described in Exhibit A to 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:

BUCK CREEK CONSTRUCTION, INC.




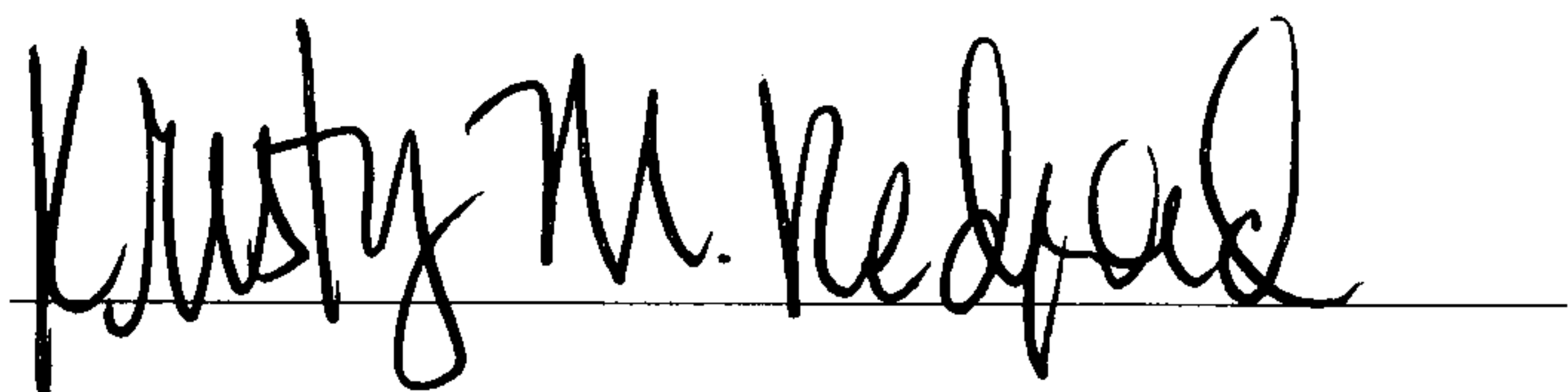
BY: CHRIS WILLIAMS, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris Williams, whose name as President of Buck Creek Construction, Inc., 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 corporation .

Given under my hand and official seal this 7TH day of JULY, 2009.

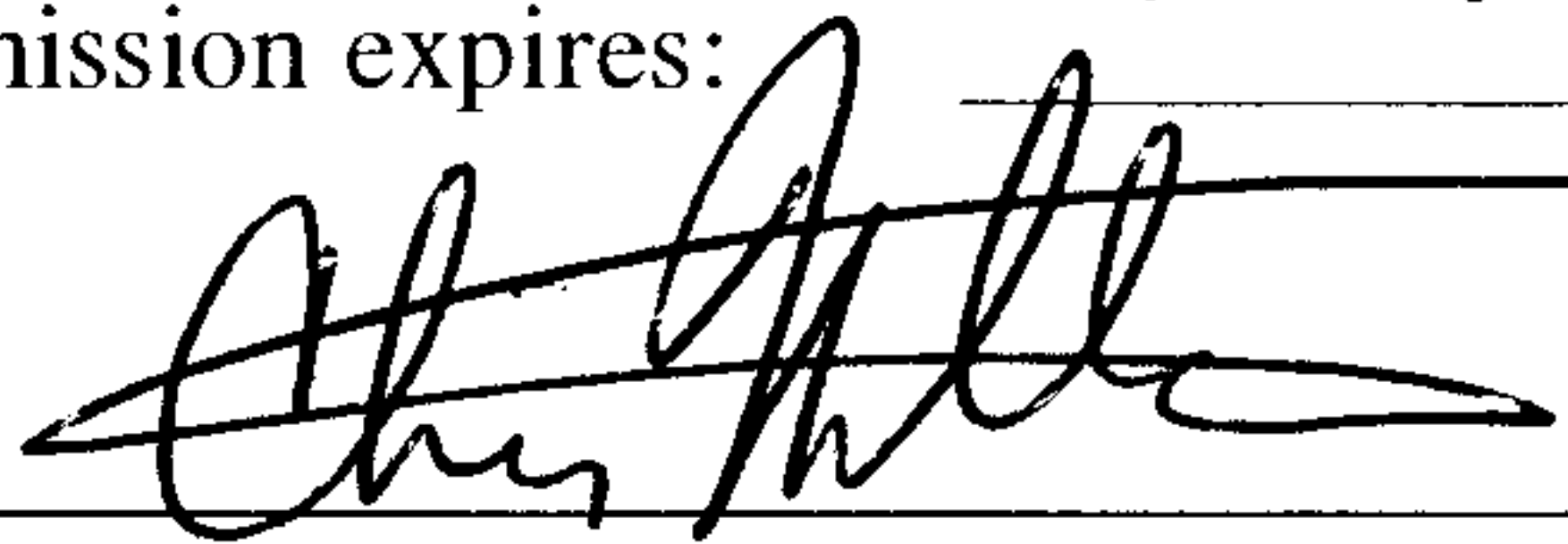

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KRISTY M. REDFORD
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
January 24, 2010

[NOTARY SEAL]

Notary Public
My commission expires:


CHRIS WILLIAMS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Chris Williams, 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 7th day of JULY, 2009.


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

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: 
ITS: Commercial Banking Officer

STATE OF ALABAMA)
COUNTY OF SHELBY)

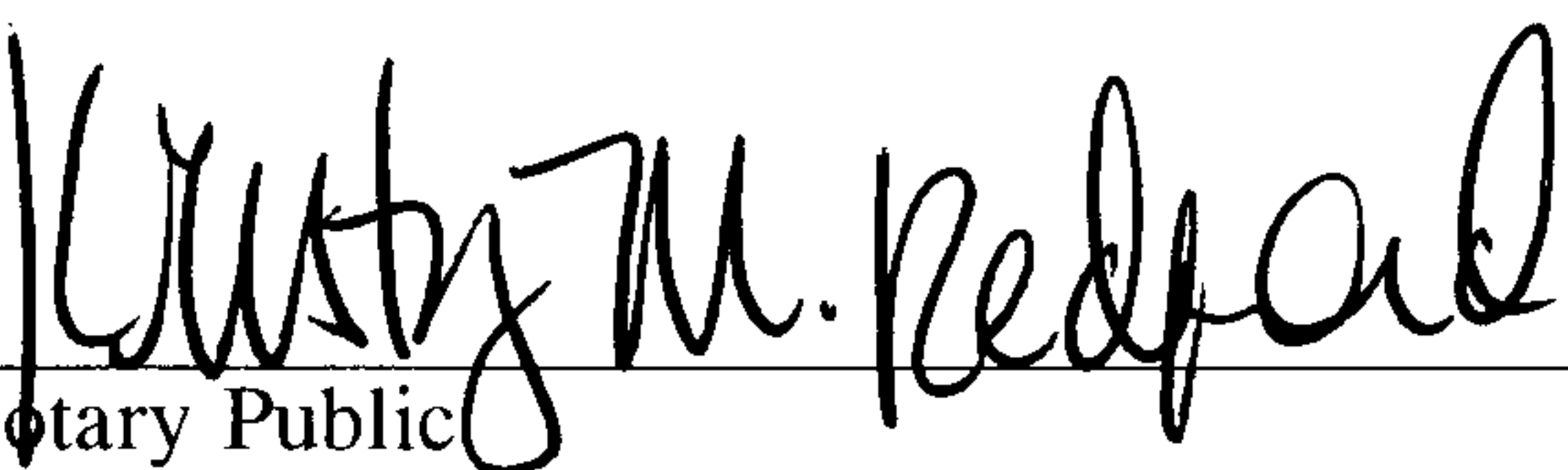
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Preston Reeder, whose name as Commercial Banking Officer of ServisFirst Bank, an Alabama Banking Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day 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 7th day of JULY, 2009.



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[NOTARY SEAL]



Notary Public
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

Lot 1411, according to the Final Plat of Braemar at Ballantrae, Phase 1, as recorded in Map Book 37, Page 70, in the Probate Office of Shelby County, Alabama.



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Fee - \$17.00

Total of Fees and Taxes-\$17.00
JCOCKRELL