

This Instrument Prepared By:

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NOTE TO SHELBY COUNTY PROBATE COURT: MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS IN THE AMOUNT OF \$1,650,000.00 IN CONNECTION WITH THAT CERTAIN FUTURE ADVANCE MORTGAGE AND SECURITY AGREEMENT DATED JULY 30, 2008, AND RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA ON AUGUST 4, 2008 IN INSTRUMENT NUMBER 20080804000312640. THERE IS NO CHANGE IN THE MATURITY DATED PROVIDED FOR IN THE MORTGAGE AND SECURITY AGREEMENT. THE INDEBTEDNESS IS BEING INCREASED BY \$200,000.00 OF WHICH PRIVILEGE TAXES ARE DUE AND PAYABLE.

NOTE TO JEFFERSON COUNTY PROBATE COURT: MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS TO SHELBY COUNTY JUDGE OF PROBATE. NO PRIVILEGE TAXES ARE DUE JEFFERSON COUNTY.

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## AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

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**THIS AGREEMENT**, is made and entered into this 26<sup>th</sup> day of August, 2009, between **JIMMY L. WEAVER**, a married man (hereinafter referred to as "Borrower") and **ALANT BANK**, an Alabama Corporation (hereinafter referred to as "Lender").

### RECITALS

**WHEREAS**, Borrower is justly indebted to Lender pursuant to a loan in the principal amount of One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00) (the "Loan"), as evidenced by a Promissory Note dated July 30, 2008, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain future advance Mortgage and Security Agreement dated July 30, 2008 and recorded at Instrument Number 20080804000312640 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

**WHEREAS**, Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note Modification Agreement in the amount of \$1,850,000.00 (the "Note Modification Agreement"), and the Mortgage as referred to above is given to secure the additional advance of \$200,000.00 as evidenced in the Note and Note Modification Agreement; and

**WHEREAS**, Borrower and Lender wish to include in the definition of Premises the land and improvements located in Jefferson County, Alabama, and more particularly described on Exhibit "A" attached hereto and made a part hereof, and



**WHEREAS**, the property described on Exhibit "A" does not constitute the homestead of Borrower or his spouse; and

**WHEREAS**, the Mortgage is a valid and enforceable lien upon the Premises; and

**WHEREAS**, Borrower and Lender are desirous of amending said Mortgage to secure the additional indebtedness from Borrower to Lender and to add the premises located in Jefferson County, Alabama as additional collateral.

**NOW THEREFORE**, in consideration of the premises, covenants and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00). Any reference to indebtedness or Loan shall mean the sum of One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00).
2. Premises shall include all the land and improvements described on the attached Exhibit "A" located in Shelby and Jefferson County, Alabama and made a part hereof.
3. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
4. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage, as the same is modified and extended in the Mortgage, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Mortgage as the same is modified.
5. Except as amended and modified, the Mortgage is hereby confirmed.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

**BORROWER:**

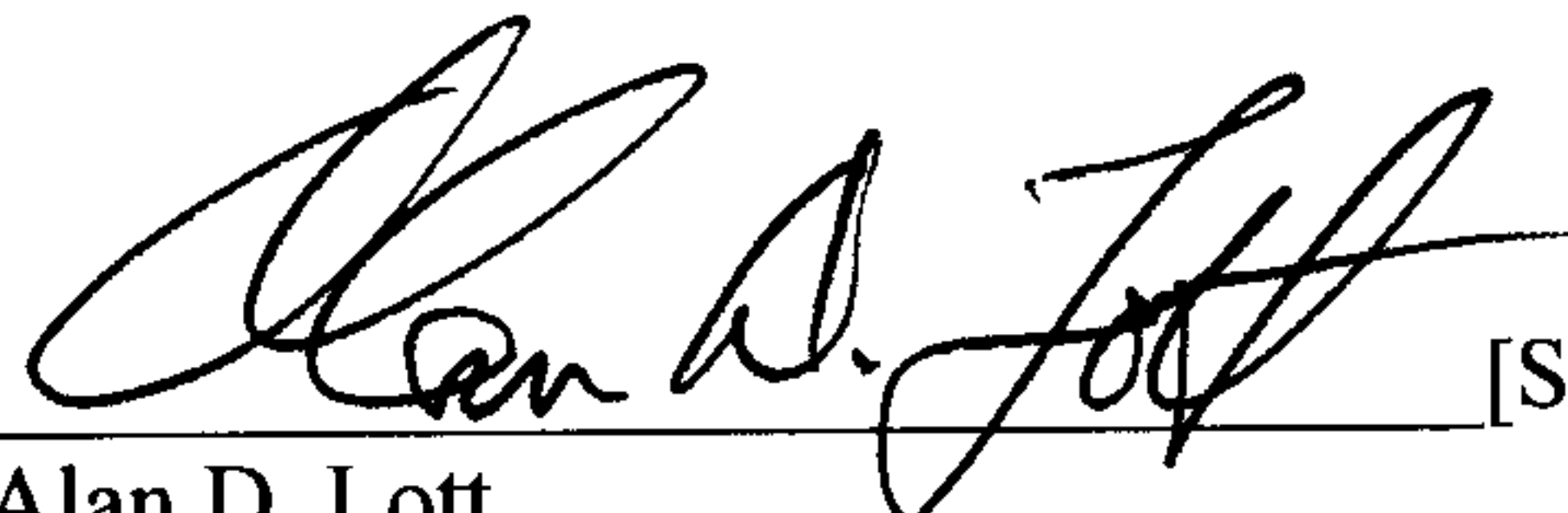
 [SEAL]  
**JIMMY L. WEAVER**



20090827000331910 3/5 \$323.00  
Shelby Cnty Judge of Probate, AL  
08/27/2009 01:37:19 PM FILED/CERT

**LENDER:**

**ALIAN BANK**, an Alabama Corporation

By:  [SEAL]  
Alan D. Lott  
Its Senior Vice President

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, the undersigned, a notary public in and for said County and State, hereby certify that **JIMMY L. WEAVER**, 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 seal this 26<sup>th</sup> day of August, 2009.

  
NOTARY PUBLIC - Claude M. Moncus  
My Commission Expires: 12/28/2011

[NOTARIAL SEAL]





20090827000331910 4/5 \$323.00  
Shelby Cnty Judge of Probate, AL  
08/27/2009 01:37:19 PM FILED/CERT

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON        )

I, the undersigned, a notary public in and for said County and State, hereby certify that Alan D. Lott, whose name as Senior Vice President of **ALiant BANK**, an Alabama Corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26<sup>th</sup> day of August, 2009.

NOTARY PUBLIC - Claude M. Moncus  
My Commission Expires: 12/28/2011

[NOTARIAL SEAL]



## EXHIBIT "A"

DESCRIBED PROPERTY IS LOCATED IN SHELBY AND JEFFERSON COUNTIES, AL

### PARCEL 1 SHELBY COUNTY PROPERTY

A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found concrete monument point also being the Southwest corner of said Section 32; thence run in a Northerly direction along the West line of said Section 32 for a distance of 761.91 feet to the Northwest corner of Lot 1, John Bell Addition to Hoover, as recorded in Map Book 27, Page 22 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle left of 76 degrees 30 minutes 39 seconds and run in a Southeasterly direction along the North line thereof for a distance of 20.48 feet to a found  $\frac{1}{2}$ " rebar, point also being on the Easternmost right of way of Lyndon Drive (40' R.O.W.); thence leaving said North line, turn an interior angle left of 283 degrees 29 minutes 12 seconds and run in a Northerly direction along said Easternmost right of way for a distance of 96.69 feet to a set capped rebar stamped GSA CA-560-LS, point also being the POINT OF BEGINNING; thence continue along the previous call for a distance of 216.61 feet to a found P.K. Nail, point also being on the Southeastern most right of way of Old Highway 280 (R.O.W. 80'); thence leaving said Easternmost right of way, turn an interior angle left of 65 degrees 22 minutes 57 seconds and run in a Southeasterly direction along said Southeastern most right of way of Old Highway 280 for a distance of 217.22 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Southeastern most right of way, turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 196.82 feet to a set capped rebar stamped GSA CA-560-LS; thence turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 126.99 feet to the POINT OF BEGINNING. Said parcel contains 33,890 square feet or 0.78 acres more or less.

### PARCEL 2 JEFFERSON COUNTY PROPERTY

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 13, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the NE 1/4 of the SE 1/4 of Section 13, Township 19 South, Range 3 West and run East along the North line of said 1/4-1/4 Section for a distance of 542.95 feet; thence 87°04' to the right and run South for a distance of 195.34 feet to a point; thence 125°28'42" to the left and run Northeasterly for a distance of 169.64 feet to the point of beginning; thence continue along the last described course for a distance of 135.82 feet to a point; thence 48°32'15" to the right and run Southeasterly for a distance of 124.86 feet to a point; thence 39°39'35" to the right and run Southeasterly for a distance of 124.23 feet to a point on the Northwest right of way line of Lorna Road; thence 90°10'50" to the right and run Southwesterly along said right of way line for a distance of 96.39 feet to a point; thence 90°00' to the right and run Northwesterly along said right of way line for a distance of 30.0 feet to a point; thence 90°00' to the left and run Southwesterly along said right of way line for a distance of 44.72 feet to a point; thence 90°00' to the right and run Northwesterly for a distance of 120.00 feet to a point; thence 90°00' to the left and run Southwesterly for a distance of 75.0 feet to a point; thence 90°00' to the right and run Northwesterly for a distance of 75.97 feet to the point of beginning.