

THIS INSTRUMENT PREPARED BY:

**James E. Vann
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(205) 930-5484**

Note to Probate Court: A total of \$4,500.00 in mortgage recording tax has been paid on the maximum principal amount of \$3,000,000 in connection with the recording of the mortgage at Instrument No. 20070920000441430 and an Amendment to Mortgage recorded at Instrument No. 20081014000404190. The principal indebtedness secured by the Mortgage is not being increased or extended by this Amendment; therefore, no additional mortgage recording tax is due.

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into as of Sept 25th, 2009.

WITNESSETH:

DONOVAN BUILDERS, LLC, an Alabama limited liability company ("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 September 11, 2007, recorded as Instrument No. 20070920000441400, with the Judge of Probate of Shelby 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 Three Million and No/100 Dollars (\$3,000,000.00) 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 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:

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 the Borrower and Jack Donovan, Sr. in favor of Lender (the Indemnity") is hereby amended as follows:

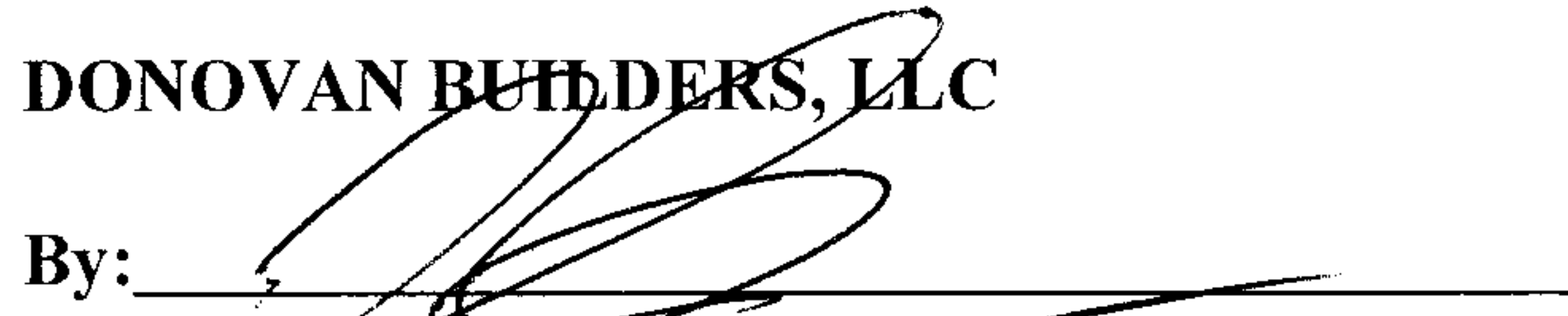
"Exhibit A to the Indemnity is hereby amended by adding the real property described on Exhibit A attached hereto with the same effect as if such property were described in Exhibit A to the original Indemnity."

-Remainder of page intentionally left blank-

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

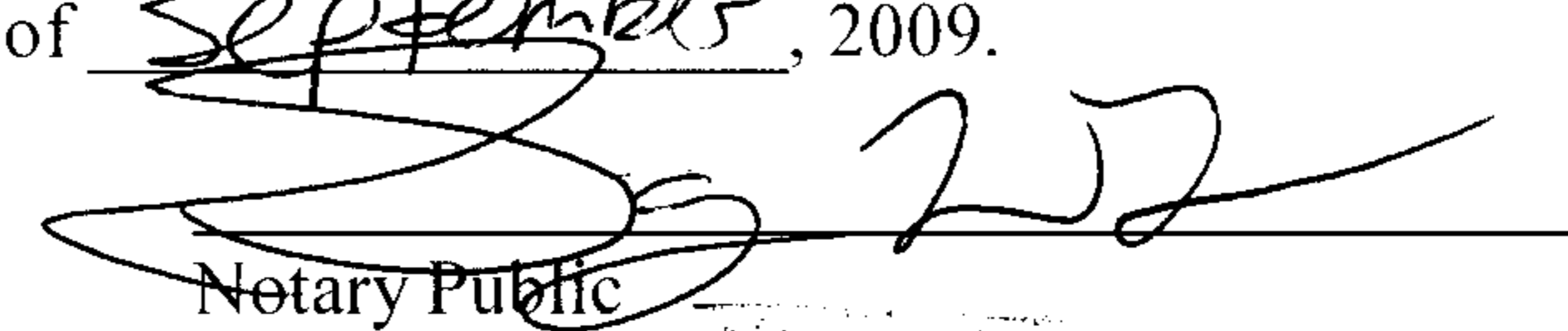
BORROWER:

DONOVAN BUILDERS, LLC

By: 
Name: Jack A. Donovan, Sr.
Title: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack A. Donovan, Sr.** whose name as the manager of **Donovan Builders, 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 the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 25th day of September, 2009.

Notary Public
My Commission Expires: FEBRUARY 27, 2010


JACK A. DONOVAN, SR.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jack A. Donovan, Sr.** 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 the instrument, he executed the same voluntarily.

Given under my hand this 25th day of September, 2009.


Notary Public

My Commission Expires. MY COMMISSION EXPIRES FEBRUARY 27, 2010

The undersigned hereby consents to this Amendment and certifies that all mortgage recording taxes have been paid based upon the maximum principal balance upon recording of the Mortgage.

SERVISFIRST BANK

By: 

Name: Preston Reeder

Title: Commercial Banking Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Preston Reeder as the 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 corporation.

Given under my hand this 25 day of September, 2009.


Notary Public

My Commission Expires

MY COMMISSION EXPIRES FEBRUARY 27, 2010



20090930000371620 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/30/2009 01:03:21 PM FILED/CERT

EXHIBIT A

Lots 9, 10 and 25, according to the Survey of Willow Oaks, as recorded in Map Book 38, pages 137A, 137B and 137C, in the Probate Office of Shelby County, Alabama.