



20091001000372680 1/7 \$290.00  
Shelby Cnty Judge of Probate, AL  
10/01/2009 11:09:20 AM FILED/CERT

**THIS INSTRUMENT PREPARED BY:  
JULIE W. JORDAN, ESQUIRE  
SIROTE & PERMUTT, P.C.  
2311 HIGHLAND AVENUE SOUTH  
BIRMINGHAM, ALABAMA 35205  
(205) 930-5333**

**Note to Probate Court:**

1. Mortgage tax on \$901,000 was paid to the Probate Court for Shelby County upon filing a Mortgage and Security Agreement at Instrument 20090428000155530. This Amendment increases the total indebtedness by \$174,000, from \$901,000 to \$1,075,000. Accordingly, mortgage tax is due on the additional \$174,000.
2. There is no extension of the maturity date in this instrument.

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**FIRST AMENDMENT TO LOAN AGREEMENT, PROMISSORY NOTE,  
MORTGAGE AND SECURITY AGREEMENT  
AND OTHER LOAN DOCUMENTS**

**THIS FIRST AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT and OTHER LOAN DOCUMENTS** (this "Amendment") is entered into as of September 28, 2009 by and between **Cahaba Valley Imaging, LLC**, an Alabama limited liability company (hereinafter sometimes referred to for convenience as the "Mortgagor" or the "Borrower"), **C. Michael Mead**, (hereinafter sometimes referred to for convenience as the "Guarantor") and **Oakworth Capital Bank** (hereinafter sometimes referred to for convenience as the "Mortgagee" or the "Bank").

**WITNESSETH:**

**WHEREAS**, the Borrower executed to the order of the Bank that certain Promissory Note in the principal amount of \$901,000.00 dated April 27, 2009 (the "Note"); and

**WHEREAS**, as security for the Note the Mortgagor executed in favor of the Mortgagee (i) that certain Mortgage and Security Agreement (the "Mortgage") dated April 27, 2009 covering the property described in Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20090428000155530, (ii) that certain Assignment of Rents and Leases (the "Assignment") dated April 27, 2009 covering the property described in Exhibit A attached hereto, which Assignment is recorded in

the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20090428000155540 and (iii) those certain UCC Financing Statements (the "UCC") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20090428000155550 and in the Office of the Secretary of State of the State of Alabama in Instrument No. B 09-0203717 FS; and

**WHEREAS**, at the time of execution of the Note and the Mortgage, (i) the Borrower also executed a Loan Agreement (the "Loan Agreement"), an Environmental Certificate and Indemnity Agreement (the "Environmental Agreement") and various other agreements, documents, instruments and (ii) the Guarantor executed a Guaranty Agreement (for convenience the Note, the Mortgage, the Assignment, the UCC, the Loan Agreement, the Environmental Agreement, the Guaranty Agreement, and the other agreements, documents and instruments executed in connection with the Loan are hereinafter referred to collectively as the "Loan Documents"); and

**WHEREAS**, the Borrower and the Guarantor have requested that the Lender (i) increase the maximum amount of the Loan (as defined in the Loan Agreement, the Note, the Mortgage, the Assignment, the Guaranty Agreement and the other Loan Documents) and the principal amount of the Note by \$174,000.00 and (ii) extend the Scheduled Completion Date (as defined in the Loan Agreement), and Lender has agreed to such requests provided the Borrower executes this Amendment and the other documents to be executed in connection herewith.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The maximum amount of the Loan (as defined in the Note, the Mortgage, the Assignment, the Loan Agreement, the Environmental Agreement, the Guaranty Agreement, and all of the other Loan Documents) and the principal amount of the Note are increased by



\$174,000.00. Accordingly, the maximum principal amount of the Note and the maximum amount of the Loan (as defined in the Loan Agreement, the Mortgage, the Assignment, the Guaranty Agreement, the Environmental Agreement, and all of the other Loan Documents) are increased from \$901,000.00. to \$1,075,000.00. All references in all of the Loan Documents to \$901,000.00, whether in words or in numbers, are hereby amended to be \$1,075,000.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. The Scheduled Completion Date stated in the Loan Agreement is changed to June 27, 2010.

3. The Guarantor consents to this Amendment and the changes to the Loan Documents contemplated hereby. The Borrower and the Guarantor hereby represent, warrant, covenant and agree that their joint and several obligations for repayment of the Note and all other amounts due under the Note and all other Loan Documents executed by the Borrower or the Guarantor are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

4. It is the intention and agreement of the parties hereto that the \$174,000.00 increase in the Loan effectuated by this Amendment shall be secured by the Mortgaged Property (as defined in the Mortgage) and the liens and rights in favor of the Bank under the Mortgage and all other Loan Documents, as fully and completely and with the same priority as the \$901,000.00 initially secured thereby.

5. The Borrower and the Guarantor hereby (i) ratify and affirm the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby, and (ii)

confirm that neither the Borrower nor the Guarantor have any defenses or offsets to any of the Loan Documents or amounts due thereunder, as amended hereby.

5. The Borrower and the Guarantor agree to pay or reimburse Lender for all costs and expenses incurred in connection herewith, including, without limitation, recording fees, title insurance fees, and legal fees. Borrower and Guarantor agree that Lender may advance proceeds of the Loan to pay or reimburse all such costs and expenses.

6. This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

**-Remainder of page intentionally left blank-**



20091001000372680 5/7 \$290.00  
Shelby Cnty Judge of Probate, AL  
10/01/2009 11:09:20 AM FILED/CERT

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the date first written above.

**“BORROWER”**

**Cahaba Valley Imaging, LLC**

By: C. Michael Mead

**Name:** C. Michael Mead

**Title:** Sole Member and Manager

**“GUARANTOR”**

C. Michael Mead

**C. Michael Mead**

**LENDER:**

**Oakworth Capital Bank**

By: J. Williams

**Name:** James B. Williams

**Title:** Managing Director

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **C. Michael Mead** whose name as the Sole Member and Manager of **Cahaba Valley Imaging, 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 Sole Member and Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 28 day of September, 2009.

Leann C. Cox  
Notary Public  
My Commission Expires: NOT/AT 10/01/2011  
MY COMMISSION EXPIRES: Aug 5, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

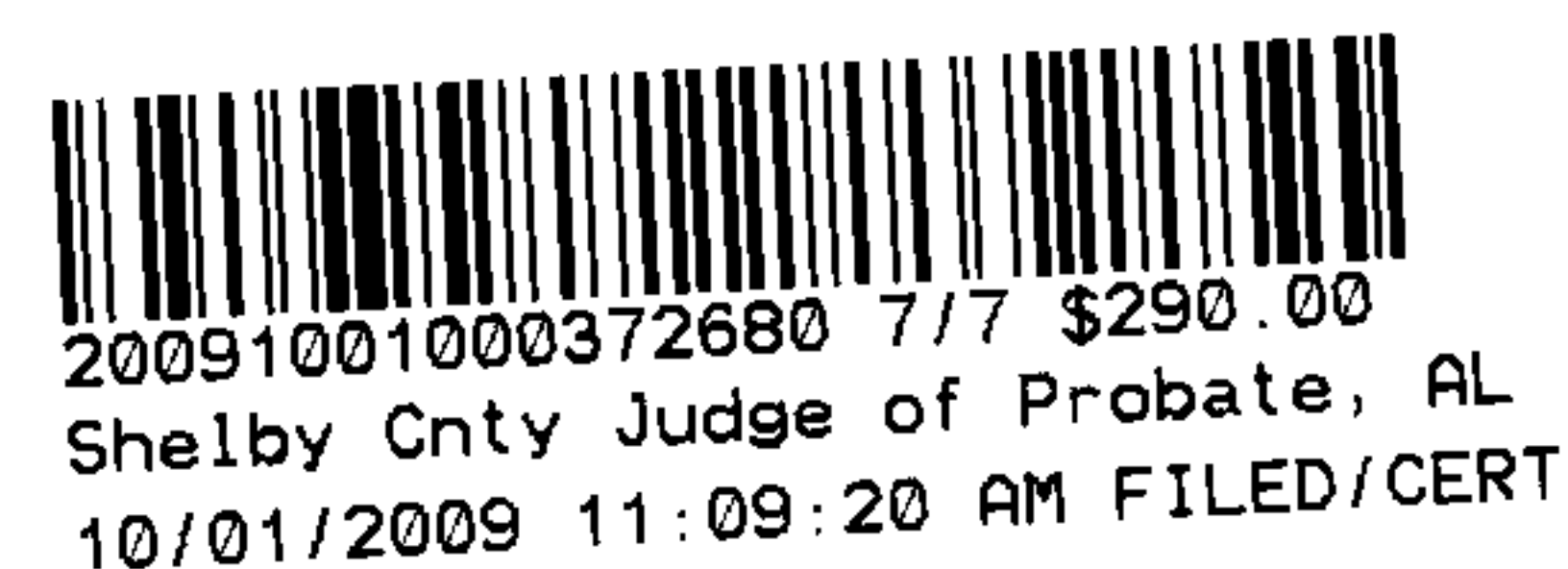
STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jornes D. Williams whose name as the Managing Director of **Oakworth Capital Bank**, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28 day of September, 2009.

Leann C. Cox  
Notary Public  
My Commission Expires: NOT/AT 10/01/2011  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 5, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS





## **EXHIBIT A**

### **DESCRIPTION OF REAL PROPERTY**

#### **PARCEL I:**

A parcel of land lying in the Southwest  $\frac{1}{4}$  of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 2" open top pipe found in place at the Northeast corner of a parcel of land as recorded in Instrument # 20070209000061350 in the Office of the Judge of Probate of said County; thence run South 89 degrees 15 minutes 43 seconds West for a distance of 138.96 feet to a 1 -  $\frac{1}{2}$ " open top pipe found at the Northwest corner of said parcel of land; thence South 00 degrees 08 minutes 50 seconds West for a distance of 72.32 feet to a capped rebar (FARMER) found at the Northeast corner of a parcel of land as recorded in Instrument # 20060124000038000 in the Office of the Judge of Probate of said County; thence North 88 degrees 18 minutes 09 seconds West for a distance of 32.68 feet to a 5/8" capped rebar set (SWW LS 19753) and the point of beginning; thence South 06 degrees 28 minutes 43 seconds East for a distance of 108.34 feet to a 5/8" capped rebar set (SWW LS 19753); thence North 88 degrees 18 minutes 22 seconds West for a distance of 180.22 feet to a 5/8" capped rebar set (SWW LS 19753); thence North 03 degrees 10 minutes 56 seconds East for a distance of 107.28 feet to a 5/8" capped rebar set (SWW LS 19753); thence South 88 degrees 18 minutes 09 seconds East for a distance of 162.03 feet to the point of beginning.

Now known as Lot 2, according to the Survey of the Racquet Club Commercial Park as recorded in Map Book 41, Page 4 in the Office of Judge of Probate of Shelby County, Alabama.

#### **PARCEL II:**

Together with a non-exclusive easement for utilities and ingress and egress, 30 feet in width and 364.13 feet in length, depicted on the Survey of Racquet Club Commercial Park, as recorded in Map book 41, at page 4 in the Office of the Judge of Probate of Shelby County, Alabama (the "Racquet Club Subdivision"), more particularly described as follows:

Begin at the southwest corner of Lot 1 of the Racquet Club Subdivision and run in an easterly direction along the southerly boundary of the said Lot 1, 183.76 feet to a point which is the southeast corner thereof; thence continue along the same course along the southerly boundary of Lot 2 of the Racquet Club Subdivision, 180.37 feet to the southeast corner thereof; thence turn an angle to the right of 90 degrees and run in a southerly direction 30 feet to a point on the northerly boundary of Lot 5 of the said Racquet Club Subdivision; thence turn an angle to the right and run in a westerly direction along the northerly boundary of the said Lot 5 to a point which is the northwest corner thereof; thence continue along the same course 185.76 feet to a point which lies in the easterly boundary of Racquet Club Parkway; thence turn an angle to the right of 90 degrees and run in a northerly direction 30 feet back to the point of beginning.