

NO MORTGAGE RECORDING PRIVILEGE TAX IS DUE UPON THE RECORDING OF THIS INSTRUMENT. SAID TAX WAS REMITTED UPON THE RECORDING OF THE MORTGAGE BEING AMENDED HEREBY. THIS AMENDMENT DOES NOT SECURE "NEW DEBT." THE TERM OF THE DEBT SECURED HEREBY IS NOT BEING EXTENDED IN CONNECTION WITH THIS AMENDMENT.

This instrument prepared by:  
Bradley C. Mayhew  
Johnston Barton Proctor & Rose LLP  
569 Brookwood Village, Suite 901  
Birmingham, Alabama 35209

**AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT**

**STATE OF ALABAMA                     )**

**COUNTY OF SHELBY                     )**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Kenneth C. Nolen, Jr. ("Nolen"), A.C. Moss ("Moss") and M.D. Breeding ("Breeding") purchased limited liability company interests in MSR Properties, LLC (the "Company") from James A. Woods ("Woods") pursuant to a Sale and Assignment of Membership Interest effective as of January 1, 2007 (the "Agreement"); and

WHEREAS, Nolen, Moss and Breeding each executed a \$1,000,000 Promissory Note (Future Advances) as Maker in favor of Woods as Holder on January 1, 2007, in satisfaction of the purchase price due for Woods' interests in the Company (as amended or supplemented, the "Nolen Note," the "Moss Note," and the "Breeding Note," respectively); and

WHEREAS, the Company provided an accommodation mortgage to Woods in the form of that certain Mortgage and Security Agreement January 18, 2007 (to be effective as of January 1, 2007), filed in the Office of the Probate Judge of Shelby County on January 22, 2007, as instrument number 2007012300003620 (the "Mortgage"); and

WHEREAS, Nolen and Moss have each agreed to purchase one-half of Breeding's limited liability company interests in the Company (the "Cross-Purchase"); and

WHEREAS, as partial consideration for the Cross-Purchase, Nolen and Moss have each agreed to assume one-half the remaining obligations under the Breeding Note.

NOW, THEREFORE, the parties execute this amendment to the Mortgage to evidence the foregoing of record (the "Amendment"):

1. Capitalized terms not defined or modified herein shall have the meanings ascribed to them in the Mortgage.

2. The Mortgage, as amended by this Amendment, shall continue to secure the original Indebtedness. As a result of the Cross-Purchase, the Indebtedness continues to be evidenced by Promissory Notes from Nolen and Moss, as Makers, but the Indebtedness is no longer evidenced by a Promissory Note from Breeding.

3. Except as modified by this Amendment, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, MSR Properties, LLC has caused this instrument to be executed as of the 8<sup>th</sup> day of October, 2009.

**COMPANY:**

MSR PROPERTIES, LLC

By: Kenneth C Nolen, Jr.  
Kenneth C. Nolen, Jr.  
Its Class I and Class II Member

By: A.C. Moss  
A.C. Moss  
Its Class I and Class II Member

**MORTGAGEE:**

James A. Woods  
James A. Woods

20091028000404550 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/28/2009 03:16:13 PM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **Kenneth C. Nolen, Jr.**, whose name as Class I and Class II Member of **MSR 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 the instrument, he, as such member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 8<sup>th</sup> day of October, 2009.

[Signature]  
Notary Public  
My Commission Expires:  
My Commission Expires Aug 1, 2010  
(SEAL)

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **A.C. Moss**, whose name as Class I and Class II Member of **MSR 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 the instrument, he, as such member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 8<sup>th</sup> day of October, 2009.

[Signature]  
Notary Public  
My Commission Expires:  
My Commission Expires Aug 1, 2010  
(SEAL)



STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **James A. Woods**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of October, 2009.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires Aug 1, 2010  
(SEAL)