

Pursuant to § 40-22-2 of the Code of Alabama, the recording tax of \$30,000 on the maximum principal indebtedness of the Mortgage was paid to the Office of the Judge of Probate of St. Clair County, Alabama, upon the original recordation of the Mortgage.

The value of the Mortgaged Property located in St. Clair County is
The value of the Mortgage Property located in Jefferson County is
The value of the Mortgaged Property located in Madison County is

~~2008 19575~~

~~Recorded in the Above~~

~~MORTGAGE Book & Page~~

04-29-2008 08:41:32 AM

Wallace Wyatt Jr - Probate Judge

St. Clair County, Alabama

STATE OF ALABAMA

COUNTIES OF ST. CLAIR, JEFFERSON AND MADISON

FIFTH AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage (this "Amendment") is made this 11th day of April, 2008, by and between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **HPH PROPERTIES, LLC**, an Alabama limited liability company (the "**Borrower**").

WHEREAS, Borrower is the Mortgagor under a certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of June 21, 2007, and recorded in **Mortgage Book 2007, Page 38473** in the Probate Office of **St. Clair County, Alabama** and recorded in the Probate Office of **Jefferson County, Alabama** as **Instrument Number 20080207000179770** and recorded in the Probate Office of **Madison County, Alabama** as **Instrument Number 20080220000106100** (the "**Mortgage**"). Lender and Borrower have agreed to amend the Mortgage as set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:


1. All references to "County of St. Clair" shall be deleted in their entirety and replaced with "Counties of St. Clair, Jefferson and Madison".
2. Exhibit A to the Mortgage shall be deleted in its entirety and replaced with the Exhibit A attached hereto.
3. Exhibit B to the Mortgage shall be deleted in its entirety and replaced with the Exhibit B attached hereto.
4. The Mortgage (as amended by this Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the indebtedness described in the Mortgage, with the same priority of lien as the Mortgage as originally recorded. The execution and delivery of this Amendment, or of any subsequent amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage.
5. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.



20091210000454500 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:41 PM FILED/CERT

[Signatures appear on following page.]

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20091210000454500 2/7 \$30.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

LENDER:

2008 19577
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MORTGAGE Book & Page
04-29-2008 08:41:32 AM

WITNESS:

COMPASS BANK,
an Alabama banking corporation

Katie DeCelle

By: [Signature]

Its: Vice President

BORROWER:

WITNESS:

HPH PROPERTIES, LLC,
an Alabama limited liability company

[Signature]

By: [Signature]

Its: CFO

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Thomas G. Amason III
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201
(205) 251-8100

2008 19578
Recorded in the Above
MORTGAGE Book & Page
04-29-2008 08:41:32 AM

STATE OF ALABAMA

COUNTY OF Shelby

I, Amanda Elizabeth Watson, a notary public in and for said county in said state, hereby certify that R. David Boramy, whose name as Member of **HPH 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 such 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 14th day of April, 2008.

[Notarial Seal]

Amanda Elizabeth Watson
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 30, 2010
My Commission Expires: Jan 30, 2010
BOND FUNDING NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, _____, a notary public in and for said county in said state, hereby certify that Paris J. Lindsey, whose name as Vice-President of **COMPASS 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 such 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 and official seal this _____ day of April, 2008.

[Notarial Seal]

Notary Public

My Commission Expires: _____



20091210000454500 4/7 \$30.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

DESCRIPTION OF MORTGAGED PROPERTY

I. St. Clair County:

Lots 102, 103, 104, 105, 106, 107, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 160, 161, 162, 163, 164, 165, 166, and 167, according to the Survey of Arbors of Avalon, Phase One, as recorded in Map Book 2007, Page 9, in the Office of the Judge of Probate of St. Clair County, Alabama.

Lots 171, 173, 174, 176, 177, 178, 179, 180, and 181 according to the Survey of Arbors of Avalon, Phase One, as recorded in Map Book 2007, Page 9, in the Office of the Judge of Probate of St. Clair County, Alabama.

II. Jefferson County:

Lots 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550 and 551, according to the Survey of Cotswold Subdivision Phase I-A, as recorded in Map Book 225, Pages 44 and 44A, in the Probate Office of Jefferson County, Alabama.

III. Madison County

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 1; Lots 2, 3, 4, 5, 7, 8, 10, and 71, Block 4; Lots 31 and 35, Block 5, Oak Stone, a resubdivision of Lot 1 of a resubdivision of Lot 2 of Ryan Spencer Property (Plat Book 47, Page 67), as recorded in Document No. 20050301000115700, in the Office of the Judge of Probate of Madison County, Alabama.

Lots 20, 22, 23, 24, 25, 26, 27, 28, 32, 41, 44, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 according to the Final Plat of Magnolia Park Subdivision, Phase 1, a Resubdivision of Lot 1 Magnolia Park as recorded in Document No. 20070830000619500 in the Office of the Judge of Probate, Madison County, Alabama.

Lots 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 42, 43, 45, and 46 according to the Final Plat of Magnolia Park Subdivision, Phase 1, a Resubdivision of Lot 1 Magnolia Park as recorded in Document No. 20070830000619500 in the Office of the Judge of Probate, Madison County, Alabama.

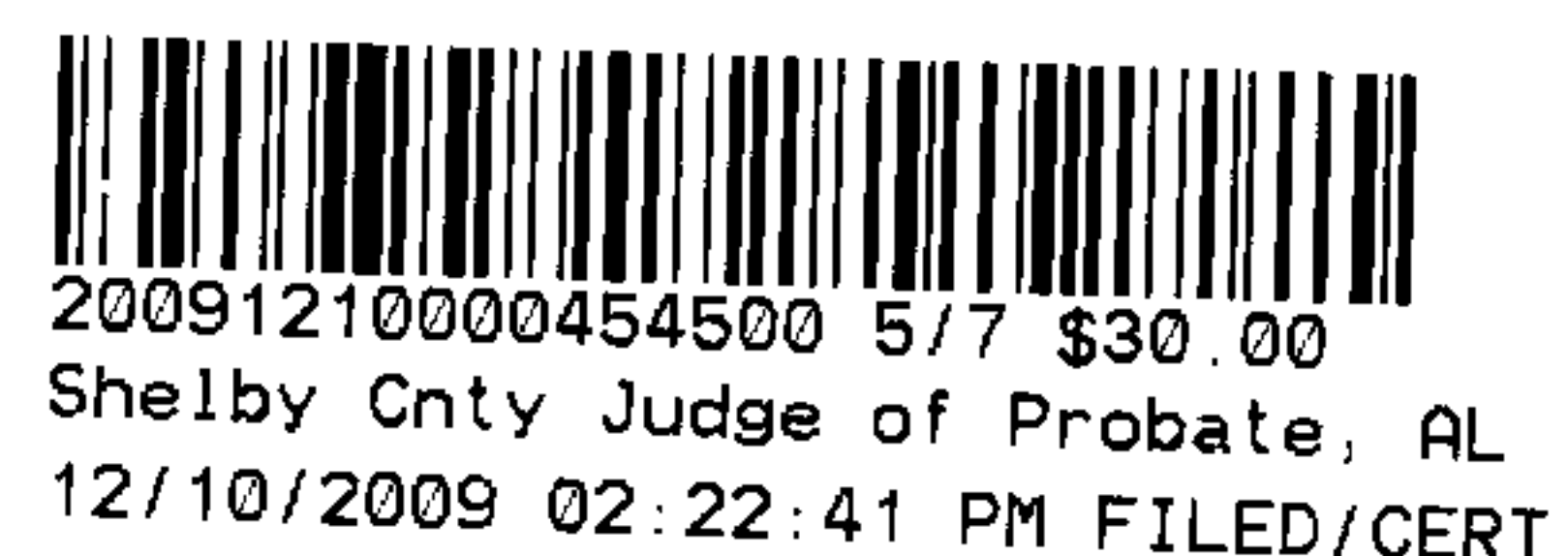


EXHIBIT B

PERMITTED EXCEPTIONS

I. St. Clair County:

1. Easement to Alabama Power Company as recorded in Book 2006, Page 12480, in the Probate Office of St. Clair County, Alabama.
2. Easement and Right of Way to Leeds Telephone Co., Inc. as set forth in Deed Book 141, Page 59, in the Probate Office of St. Clair County, Alabama.
3. Easement for Sanitary Sewer Lines and Water Works & Sewer Board of the City of Birmingham as set forth in Deed Book 2006, Page 11742, in the Probate Office of St. Clair County, Alabama.
4. Land Line Agreement as set forth in Deed Book 91, Page 324, in the Probate Office of St. Clair County, Alabama.
5. Subject to covenants, conditionss and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Deed Book 2007, Page 7290, in the Probate Office of St. Clair County, Alabama.

II. Jefferson County:

1. Easements and building line as shown on recorded map.
2. Restrictions appearing of record in Instrument Number 200618-25369 and Instrument Number 200619-6108.
3. Right of way granted to Alabama Power Company recorded in Volume 2844, Page 490 and Volume 4440, Page 142.
4. Easement for Alabama Power Company recorded in Volume 5762, Page 281; Volume 5762, Page 365; Real 121, Page 634; and Instrument Number 9413-8270.
5. Agreement and covenant's regarding private domestic sewer service and right of lien for sewer assessments recorded in Instrument Number 200513-5607 and second addendum thereto recorded in Instrument Number 200514-3711 and also in LR 200703, Page 29744.
6. Easements for Alabama Power Company recorded in LR 200663, Page 11654; LR 200663, Page 11657; LR 200663, Page 11660; LR 200663, Page 11663; LR 200663, Page 11669; LR 200663, Page 11690; LR 200663, Page 11694; and LR 200663, Page 11699.
7. Easement for Bellsouth Telecommunications recorded in LR 200611, Page 1957.
8. Right-of-way granted to Jefferson County recorded in LR 200608, Page 13950.
9. Terms and conditions of that certain Conservation Easement and Declaration of Restrictions and Covenants as recorded in book 200517, Page 1611.



III. Madison County:

See Exceptions under Schedule B – Section II from Reli, Inc. Title Binder, File Number: MDN0800018.

See Exceptions under Schedule B – Section II from Reli, Inc. Title Binder, File Number: MDN0800058-C.

See Exceptions under Schedule B – Section II from Reli, Inc. Title Binder, File Number: MDN0700714.

2008 19581
Recorded in the Above
MORTGAGE Book & Page
04-29-2008 08:41:32 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama
Book/Pg: 2008/19575
Term/Cashier: S RECORD6 / LeeD
Tran: 4597.127887.195077
Recorded: 04-29-2008 08:42:40
CER Certification Fee 1.00
PJF Special Index Fee 5.00
REC Recording Fee 21.50
Total Fees: \$ 27.50



20091210000454500 7/7 \$30.00
Shelby Cnty Judge of Probate, AL
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