

Pursuant to § 40-22-2 of the Code of Alabama, the recording tax of \$50,000 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.


STATE OF ALABAMA

COUNTIES OF ST. CLAIR, JEFFERSON AND MADISON

20080819001134960 1/5
Bk: LR200809 Pg:19587
Jefferson County, Alabama
I certify this instrument filed on:
08/19/2008 01:42:10 PM MTG
Judge of Probate- Alan L. King

EIGHTH AMENDMENT TO MORTGAGE

AND AMENDMENT TO LOAN DOCUMENTS


20080828000558300 1/5 \$29.75
Madison Cnty Judge of Probate, AL
08/28/2008 12:14:21PM FILED/CERT

This Eighth Amendment to Mortgage (this “**Amendment**”) is made this 21st day of July, 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. The real property described on Exhibit A of this Amendment shall be added to Exhibit A of the Mortgage.
2. The permitted exceptions referenced on Exhibit B of this Amendment shall be added to Exhibit B of the Mortgage.
3. 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.
4. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

[Signatures appear on following page.]

BALCH & BINGHAM LLP
THOMAS G. AMASON III
P.O. BOX 306
BIRMINGHAM, AL 35201

2008 36716
Recorded in the Above
MORTGAGE Book & Page
08-21-2008 10:11:39 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama


20091210000454530 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:44 PM FILED/CERT

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

LENDER:

WITNESS:

COMPASS BANK,
an Alabama banking corporation

Katie Gifford

By: [Signature]
Its: SP Vice President

BORROWER:

WITNESS:

HPH PROPERTIES, LLC,
an Alabama limited liability company

Amanda Watson

By: [Signature]
Its: [Signature]

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 36717
Recorded in the Above
MORTGAGE Book & Page
08-21-2008 10:11:39 AM



20091210000454530 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:44 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Shelby

I, Amanda Elizabeth Watson, a notary public in and for said county in said state, hereby certify that Alan Howard, 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 21st day of July, 2008.

[Notarial Seal]

Amanda Elizabeth Watson
Notary Public

My Commission Expires Jan 30, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, April C Price, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as Senior 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 21st day of July, 2008.

[Notarial Seal]

April C Price
Notary Public

My Commission Expires: 11/20/2011

2008 36718
Recorded in the Above
MORTGAGE Book & Page
08-21-2008 10:11:39 AM



20091210000454530 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:44 PM FILED/CERT

EXHIBIT A

DESCRIPTION OF MORTGAGED PROPERTY

II. Jefferson County:

Lots 712 according to the Survey of Cotswold Subdivision Phase 5 Sector I, as recorded in Map Book 228, Page 23, in the Probate Office of Jefferson County, Alabama.

2008 36719
Recorded in the Above
MORTGAGE Book & Page
08-21-2008 10:11:39 AM



20091210000454530 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:44 PM FILED/CERT

EXHIBIT B

PERMITTED EXCEPTIONS

See Exceptions under Schedule B – Section 2 from Magic City Title Binder, Case Number: 141283.

2008 36720
Recorded in the Above
MORTGAGE Book & Page
08-21-2008 10:11:39 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama
Book/Pg: 2008/36716
Term/Cashier: S RECORD6 / LeeD
Tran: 4769.133254.202656
Recorded: 08-21-2008 10:12:36
CER Certification Fee 1.00
PJF Special Index Fee 5.50
REC Recording Fee 15.00
Total Fees: \$ 21.50



20091210000454530 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:44 PM FILED/CERT

20080819001134960 5/5
Bk: LR200809 Pg:19587
Jefferson County, Alabama
08/19/2008 01:42:10 PM MTG
Fee - \$15.50

Total of Fees and Taxes-\$15.50
JCOCKRELL

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Alan L. Fing Judge of Probate

"NO TAX COLLECTED"

20080828000558300 5/5 \$29.75
Madison Cnty Judge of Probate, AL
08/28/2008 12:14:21PM FILED/CERT