

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.

STATE OF ALABAMA

COUNTIES OF ST. CLAIR, JEFFERSON AND MADISON



20081222000773530 1/5 \$29.75
Madison Cnty Judge of Probate, AL
12/22/2008 12:18:37PM FILED/CERT

20081219001663900 1/5
Bk: LR200813 Pg:5098
Jefferson County, Alabama
I certify this instrument filed on:
12/19/2008 04:33:54 PM MTG
Judge of Probate- Alan L. King

TENTH AMENDMENT TO MORTGAGE

AND AMENDMENT TO LOAN DOCUMENTS

~~November~~ This Tenth Amendment to Mortgage (this "Amendment") is made this 13th day of ~~October~~, 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** in **Book LR200802, Page 11489** (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.]



20091210000454550 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:46 PM FILED/CERT

BALCH & BINGHAM
THOMAS G AMASON III
POST OFFICE BOX 306
BIRMINGHAM, AL 35201

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

2008 52035
Recorded in the Above
LENDER: MORTGAGE Book & Page
12-31-2008 04:20:31 PM

WITNESS:

COMPASS BANK,
an Alabama banking corporation

Katie Gifford

By: [Signature]
Its: SIR Vice President

BORROWER:

WITNESS:

HPH PROPERTIES, LLC,
an Alabama limited liability company

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 52036
Recorded in the Above
MORTGAGE Book & Page
12-31-2008 04:20:31 PM

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 13th day of November, 2008.

Amanda Elizabeth Watson
Notary Public

[Notarial Seal]

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

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Susan Ann Rixey, 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 13th day of NOVEMBER, 2008.

Susan Ann Rixey
Notary Public

[Notarial Seal]

My Commission Expires: _____

MY COMMISSION EXPIRES
MARCH 29, 2009

EXHIBIT A

DESCRIPTION OF MORTGAGED PROPERTY

II. Jefferson County:

Lots 742, 743 and 744, according to the Survey of Cotswald Subdivision Phase 5 Sector I, as recorded in Map Book 228, Page 23, in the Probate Office of Jefferson County, Alabama.

2008 52037
Recorded in the Above
MORTGAGE Book & Page
12-31-2008 04:20:31 PM



20091210000454550 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:46 PM FILED/CERT

EXHIBIT B

PERMITTED EXCEPTIONS

2008 52038

Recorded in the Above

MORTGAGE Book & Page

12-31-2008 04:20:31 PM

Mike Bowline - Judge of Probate
St. Clair County, Alabama

Lots 742, 743 and 744, according to the Survey of Cotswald Subdivision, Phase 5 Sector I, as recorded in Map Book 228, Page 23, in the Probate Office of Jefferson County, Alabama are subject to the following "Permitted Exceptions":

1. Easements and building line as shown on recorded map;
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
3. Restrictions appearing of record in Inst. No. 200618-25369 and Inst. No. 200619-6108.
4. Right-of-way granted to Alabama Power Company recorded in Volume 2844, Page 490 and Volume 4440, Page 142.
5. Easement for Alabama Power Company recorded in Volume 5762, Page 281; Volume 5762, Page 365; Real 121, Page 634 and Inst. No. 9413-8270.
6. Agreement and covenant's regarding private domestic sewer service and right of lien for sewer assessments recorded in Inst. No. 200513-5607 and second addendum thereto recorded in Inst. No. 200514-3711 and also in LR 200703, Page 29744.
7. 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.
8. Easement for Bellsouth Telecommunications recorded in LR 200611, Page 1957.
9. Right-of-way granted to JEFFERSON County recorded in LR 200608, Page 13950.
10. Terms and conditions of that certain Conservation Easement and Declaration of Restrictions and Covenants as recorded in Book 200517, Page 1611.
11. Assignment and assumption of rights and obligations as recorded in LR 200715, Page 26583; LR 200715, Page 26588 and LR 200715, Page 26593.
12. Agreement as to sanitary sewer system recorded in LR 200715, Page 26598; LR 200715, Page 26607 and LR 200715, Page 26616.

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

Alan L. King Judge of Probate
"NO TAX COLLECTED"

Book/Pg: 2008/52038
Term/Cashier: 3 RECORDS / LEAD
Tran: 4550.138745.209905
Recorded: 12-31-2008 16:22:23
CER Certification Fee
RTF Special Index Fee
REC Recording Fee
Total Fees: \$ 22.50

20081219001663900 5/5
Bk: LR200813 Pg:5098
Jefferson County, Alabama
12/19/2008 04:33:54 PM MTG
Fee - \$18.00

Total of Fees and Taxes-\$18.00
HATCHERK



20091210000454550 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/10/2009 02:22:46 PM FILED/CERT

20081222000773530 5/5 \$29.75
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