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35)

20091229000472860 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
12/29/2009 10:39:10 AM FILED/CERT

**THIS INSTRUMENT PREPARED BY:**

**James E. Vann  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
(205) 930-5484**

20100216000045480 1/6 \$30.00  
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**Note to Probate Court:** A total of \$4,500.00 in mortgage recording tax has been paid on the maximum principal amount of \$3,000,000 in connection with the recording of the mortgage at Instrument No. 20070920000441430, an Amendment to Mortgage recorded at Instrument No. 20081014000404190, and an Amendment to Mortgage recorded at Instrument No. 20090930000371620. The principal indebtedness secured by the Mortgage is not being increased or extended by this Amendment; therefore, no additional mortgage tax is due.

# 7078

**STATE OF ALABAMA**

**NOTE:** This mortgage is being re-recorded to add "Exhibit A" which contains the legal description of the mortgaged property. Exhibit A was inadvertently left off the mortgage at the time of the initial recording.

**COUNTY OF SHELBY**

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT  
AND OTHER DOCUMENTS**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND OTHER DOCUMENTS** (this "Amendment") is entered into as of November 18<sup>th</sup>, 2009 by and between Donovan Builders, LLC, an Alabama limited liability company ("Borrower"), Jack A. Donovan, Sr., ("Donovan"), and ServisFirst Bank, an Alabama banking corporation ("Lender").

**WITNESSETH:**

Borrower has made and delivered to Lender a Mortgage and Security Agreement as the same may be extended, renewed, amended, or modified (as so extended, renewed, modified or amended, the "Mortgage") dated September 11, 2007, recorded as Instrument No. 20070920000441400, with the Judge of Probate of Shelby County, Alabama in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended, or modified (as so extended, renewed, modified or amended, the "Note") evidencing a revolving loan in the principal amount of up to Three Million and No/100 Dollars (\$3,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the Mortgage in order to add additional property.



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**NOW, THEREFORE,** in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Amendment, the parties agree as follows:

1. **Amendments to Mortgage.** The Mortgage is amended as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto with the same effect as if such property were described in Exhibit A to the original Mortgage, including, without limitation, all improvements now existing or hereafter constructed or located thereat, all appurtenances and all tangible or intangible personal property relating thereto (collectively, the "Added Property"). Borrower hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Lender subject to the terms and conditions of the Mortgage.

2. **Continued Effectiveness of Documents.** In all other respects the Mortgage shall remain unchanged and in full force and effect, and Borrower affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

3. **Document Taxes and Other Charges.** In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same. Borrower also agrees to pay any title insurance premium or charges to add the Added Property to Lender's title insurance policy.

4. **Environmental Indemnity.** Borrower and Donovan agree that the Indemnity Agreement, dated August 29, 2007 given by the Borrower and Donovan in favor of Lender (the Indemnity") is hereby amended as follows:

"Exhibit A to the Indemnity is hereby amended by adding the real property described on Exhibit A attached hereto with the same effect as if such property were described in Exhibit A to the original Indemnity."

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



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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date appearing as of the first page of this Amendment.

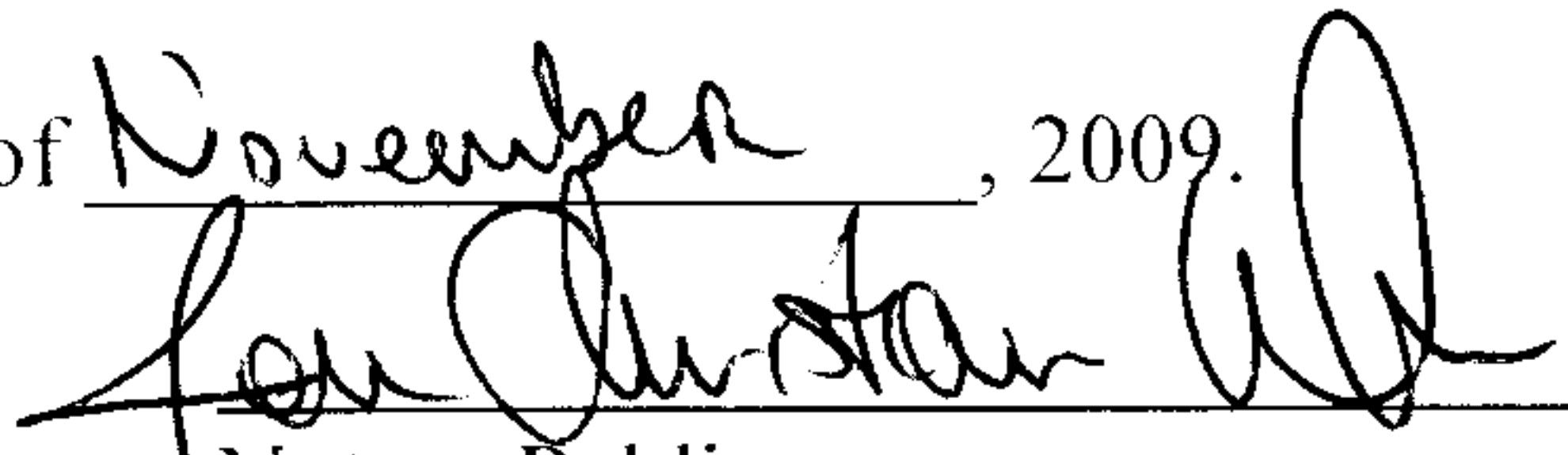
**BORROWER:**

**DONOVAN BUILDERS, LLC**

By:   
Name: **Jack A. Donovan, Sr.**  
Title: **Manager**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack A. Donovan, Sr.** whose name as the manager of **Donovan Builders, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 17 day of November, 2009.  
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 22, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
\_\_\_\_\_  
JACK A. DONOVAN, SR.

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jack A. Donovan, Sr.** whose name 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 executed the same voluntarily.

Given under my hand this 18 day of November, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 22, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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SERVISFIRST BANK

By: [Signature]  
Name: Preston Reed  
Title: Commercial Banking Officer

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Preston Reed as the CR of **ServisFirst 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand this 18 day of November, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 22, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

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## EXHIBIT A

  
20100216000045480 6/6 \$30.00  
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### Parcel I:

Lots 1355, 1356 and 1357, according to the Final Plat of MacAllan at Ballantrae, Phase 2, as recorded in Map Book 39, page 53, in the Probate Office of Shelby County, Alabama.

### Parcel II

Lots 244 and 245, according to the Survey of Willow Oaks, as recorded in Map Book 38, Pages 137A, 137B and 137C, in the Probate Office of Shelby County, Alabama.