

THIS INSTRUMENT WAS PREPARED BY:
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STATE OF ALABAMA

COUNTY OF SHELBY


20100222000051660 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/22/2010 10:59:44 AM FILED/CERT

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is effective as of the 29 day of January, 2010, between **COMPASS BANK**, an Alabama banking corporation (the “**Lender**”), and **BENT RIVER, LLC**, an Alabama limited liability company (the “**Borrower**”).

WHEREAS, in connection with a loan from Lender to Borrower in the original principal amount of \$8,500,000.00, which has subsequently been increased to \$9,288,704.24 (the “**Loan**”), Borrower executed and delivered to Lender, among other documents (collectively, the “**Loan Documents**”), the following documents dated November 30, 2006: (i) Promissory Note in the amount of \$8,500,000.00, which has subsequently been increased to \$9,288,704.24 (the “**Note**”), (ii) Construction Loan Agreement (the “**Loan Agreement**”); and (iii) Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement (Alabama), recorded at Instrument Number 20061201000583530, in the Probate Office of Shelby County, Alabama (as amended, the “**Mortgage**”); and

WHEREAS, Borrower and Lender desire to amend the Mortgage to remove Lots 53, 68 and 91, according to the Final Plat for Bent River - Phase IV, as recorded in Map Book 41 Page 64 A & B, in the Probate Office of Shelby County, Alabama, from the Mortgage as further provided herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. Exhibit A to the Mortgage shall be revised to exclude the property provided on Exhibit A hereto. The property which is excluded shall no longer be subject to the Mortgage.
2. The Mortgage shall continue to secure the Loan, as amended.
3. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
4. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1)

document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment of Mortgage to be executed and effective as of the day and year first above written, although actually executed on the day or dates reflected below.

LENDER:

COMPASS BANK

By: BH
Its: SZ Vice President
Date: 2/01/10

BORROWER:

BENT RIVER, LLC,
an Alabama limited liability company

By: **HPHB, LLC**, an Alabama limited liability company, its Sole Member

By: [Signature]
Its: member
Date: January 29, 2010


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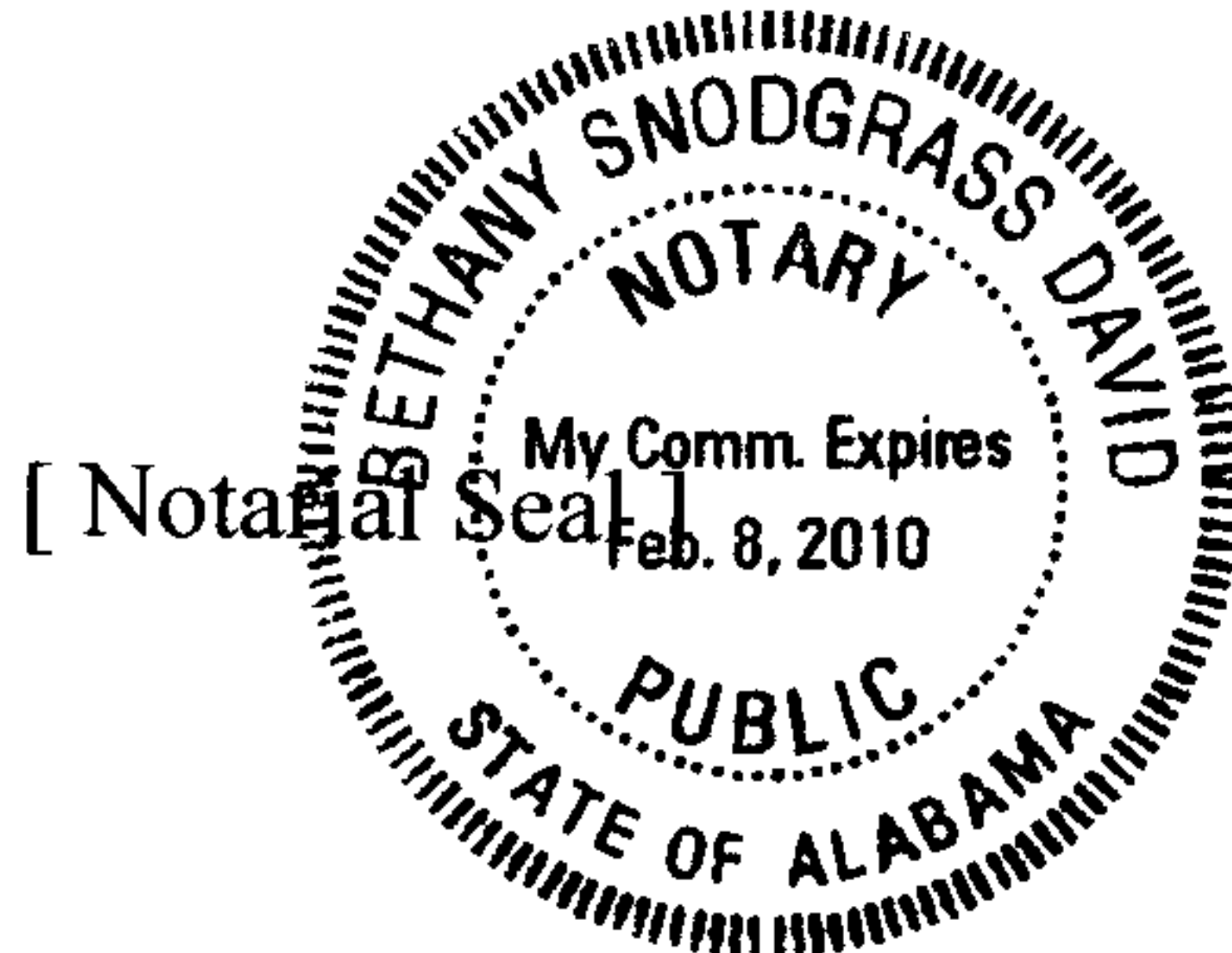
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STATE OF ALABAMA

COUNTY OF Shelby

I, Bethany Snodgrass David, a notary public in and for said county in said state, hereby certify that Alan Howard, whose name as member of HPHB, LLC, an Alabama limited liability company, as the Sole Member of **BENT RIVER, 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 Manager and with full authority, executed the same voluntarily for and as the act of HPHB, LLC in its capacity as the Sole Member of Bent River, LLC.

Given under my hand and official seal this 29 day of January, 2010.



Bethany Snodgrass David
 Notary Public

My Commission Expires: February 8, 2010

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 Hendrie, 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, he, 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 29th day of January, 2010.

[Notarial Seal]

April C Price
 Notary Public

My Commission Expires: 11/20/2011

EXHIBIT A

Exhibit A to the Mortgage shall be revised to exclude the following property:

Lots 53, 68 and 91, according to the Final Plat for Bent River-Phase IV, as recorded in Map Book 41, Page 64 A & B, in the Probate Office of Shelby County, Alabama.


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