


**THIS INSTRUMENT PREPARED BY:**

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

  
20100319000081440 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
03/19/2010 02:40:51 PM FILED/CERT

**Note to Probate Court:** A total of \$2,250 in mortgage recording tax has been paid on the maximum principal amount of \$1,500,000 in connection with the recording of the mortgage at Instrument No. 20090729000290910 in the Office of the Judge of Probate of Shelby County and as Book LR200909, Page 1359 in the Office of the Judge of Probate of Jefferson County. The principal indebtedness secured by the Mortgage is not being increased or extended by this Amendment; therefore, no additional mortgage recording tax is due.

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT  
OF RENTS AND LEASES**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES** (this "Amendment") is entered into as of March 16<sup>th</sup>, 2010 by and between **Menawa Homes, LLC**, an Alabama limited liability company ("Borrower"), **J. Stephen Mobley** ("Mobley"), **Christopher D. Williams** ("Williams"), and **ServisFirst Bank**, an Alabama banking corporation ("Lender").

**WITNESSETH:**

Borrower has made and delivered to Lender a Mortgage and Security Agreement (as extended, renewed, modified or amended from time to time, the "Mortgage") dated July 28, 2009, recorded at Instrument No. 20090729000290910, with the Judge of Probate of Shelby County, Alabama and at Book LR200909, Page 1359, with the Judge of Probate of Jefferson County, Alabama, in order to secure a Promissory Note from Borrower (as extended, renewed, modified or amended from time to time, the "Note") evidencing a revolving loan in the principal amount of up to One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), interest thereon and certain other indebtedness and obligations of Borrower from time to time owing to Lender. As security for such revolving loan, Borrower also made and delivered to Lender an Assignment of Rents and Leases (as extended, renewed, modified or amended from time to time, the "Assignment") dated July 28, 2009, recorded at Instrument No. 20090729000290020, with the Judge of Probate of Shelby County, Alabama, and at Book LR 200909, Page 1377, with the Office of the Judge of Probate of Jefferson County, Alabama. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

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

**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. **Amendments to Assignment.** The Assignment is amended as follows:

Exhibit A to the Assignment 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 Assignment.

3. **Continued Effectiveness of Documents.** In all other respects the Mortgage and Assignment 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 Assignment or other documents executed in connection therewith.

4. **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.

5. **Environmental Indemnity.** Borrower, Mobley and Williams agree that the Environmental Certificate and Indemnity Agreement, dated July 28, 2009 given by the Borrower, Mobley and Williams 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-**



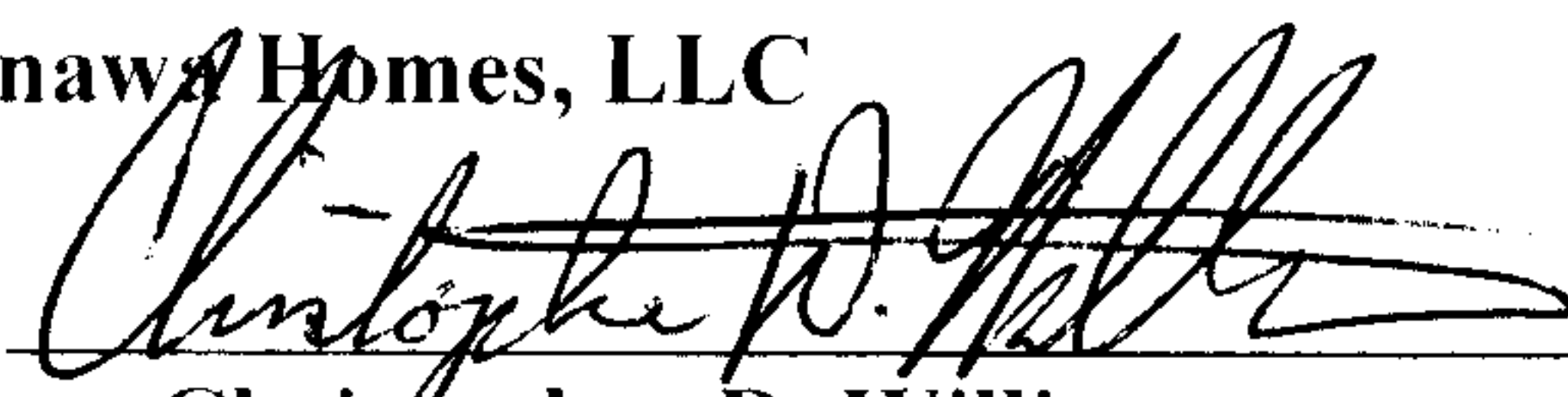


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**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date appearing as of the first page of this Amendment.

**BORROWER:**

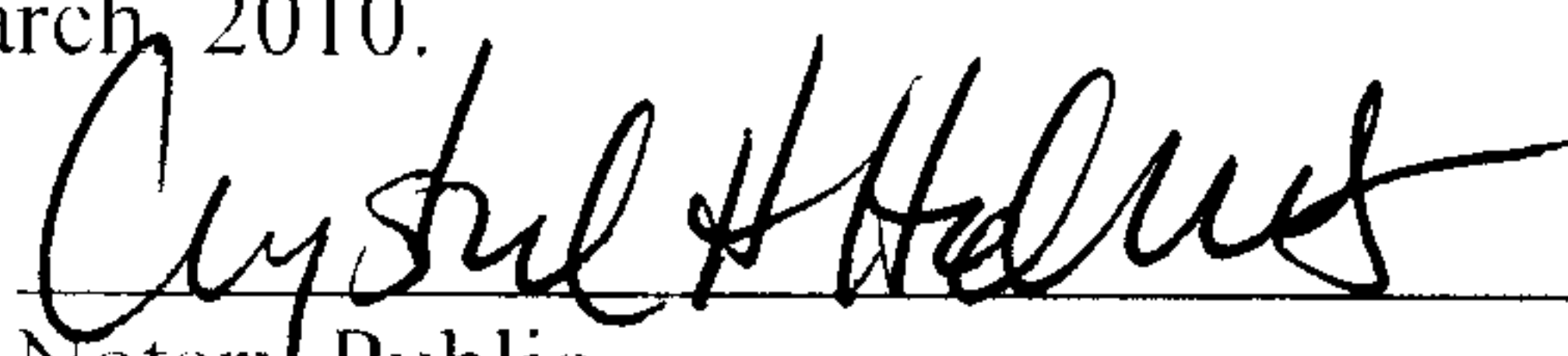
**Menawa Homes, LLC**

By:   
**Name: Christopher D. Williams**  
**Title: Manager and Administrative Member**

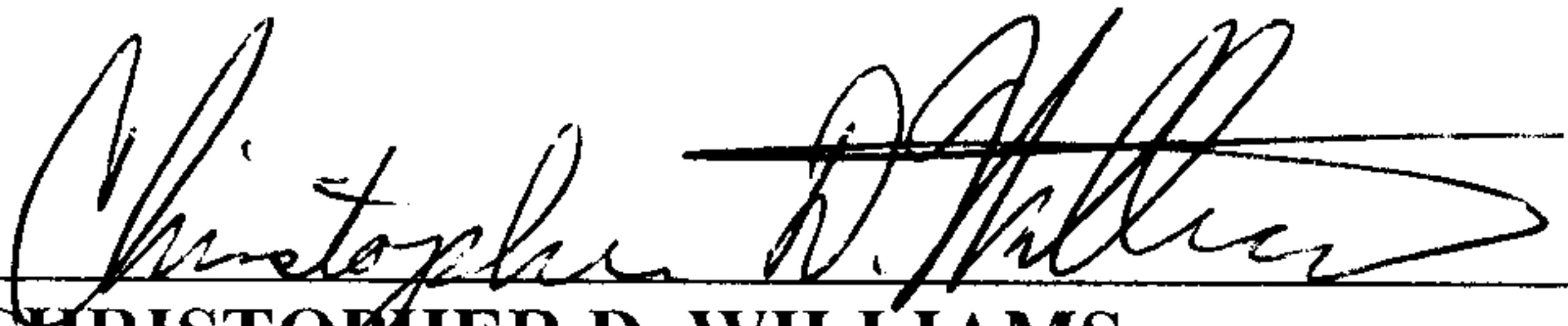
**STATE OF ALABAMA**                     )  
**COUNTY OF JEFFERSON**            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Christopher D. Williams** whose name as the Manager and Administrative Member of **Menawa Homes, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.


Given under my hand this 16 day of March, 2010.

  
 Notary Public

My Commission Expires **MY COMMISSION EXPIRES OCTOBER 2, 2012**

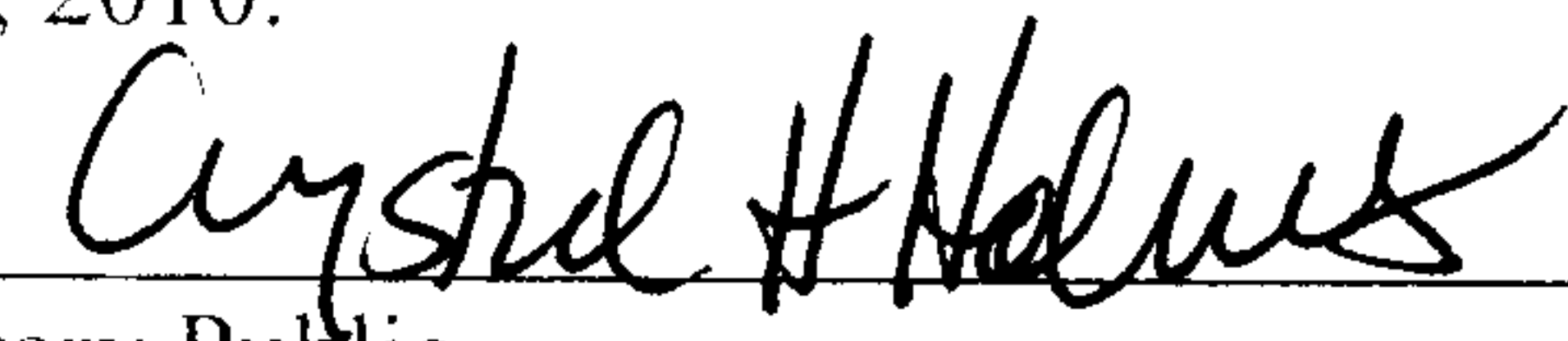
  
CHRISTOPHER D. WILLIAMS

STATE OF ALABAMA                   )  
COUNTY OF JEFFERSON            )

  
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Shelby Cnty Judge of Probate, AL  
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Christopher D. Williams** 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 16 day of March, 2010.

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

**MY COMMISSION EXPIRES OCTOBER 2, 2012**

**CHRISTOPHER D. WILLIAMS**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Christopher D. Williams** 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 \_\_\_\_\_ day of March, 2010.

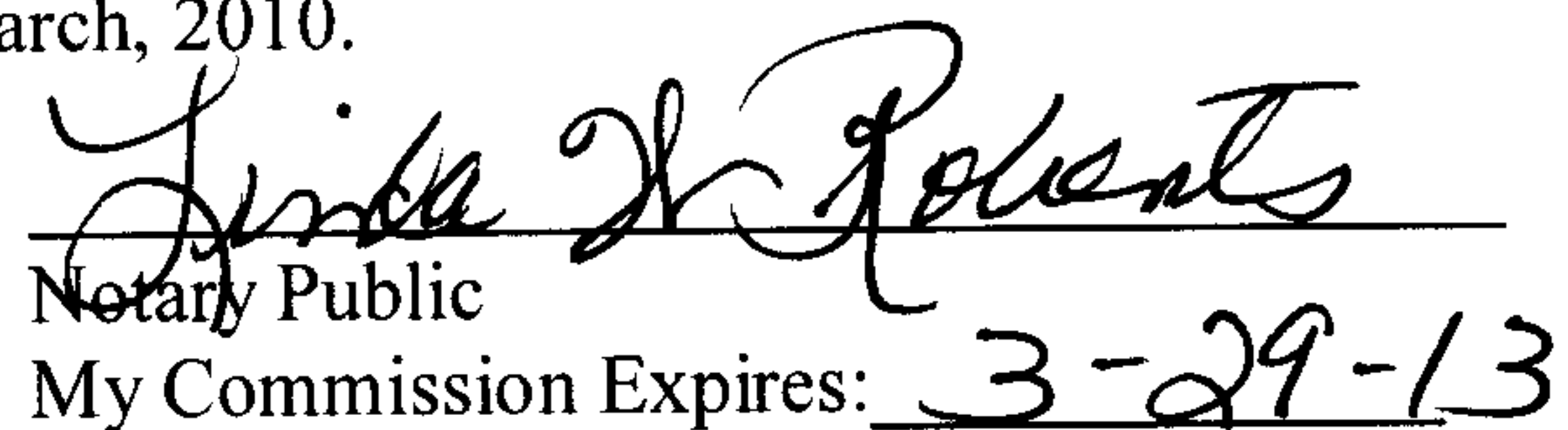
Notary Public  
My Commission Expires: \_\_\_\_\_

  
J. STEVEN MOBLEY

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **J. Steven Mobley** 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 16<sup>th</sup> day of March, 2010.

  
Notary Public  
My Commission Expires: 3-29-13

SERVISFIRST BANK

By: [Signature]  
Name: Ron Morrison  
Title: V.P.

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ron Morrison as the Vice President 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 17<sup>th</sup> day of March, 2010.

[Signature]  
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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## **EXHIBIT A**

Lot 1716, according to the Final Plat of Stoneykirk at Ballantrae Phase 5, as recorded in Map Book 38, Page 136, in the Probate Office of Shelby County, Alabama.