

STATE OF ALABAMA

COUNTY OF SHELBY

**FIRST AMENDMENT TO UNIVERSAL NOTE AND SECURITY AGREEMENT,
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND OTHER LOAN DOCUMENTS**

**THIS FIRST AMENDMENT UNIVERSAL NOTE AND SECURITY
AGREEMENT, REAL ESTATE MORTGAGE AND SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND OTHER LOAN DOCUMENTS** (this
“Amendment”) is made and entered into by and between **JIM W. BAILEY** (the “Borrower”)
and **FIRST COMMERCIAL**, a division of Synovus Bank, as successor in interest by
merger with First Commercial Bank (the “Lender”), effective as of the 10th day of
October, 2010.

WITNESSETH:

WHEREAS, in order to evidence a loan by Lender to Borrower (the “Loan”), the
Borrower executed to the order of the Lender that certain Universal Note in the principal amount
of \$116,279.45 dated November 16, 2007, which note was renewed and extended by various
renewal notes including, without limitation, that certain Universal Note in the principal amount
of \$115,557.55 dated November 16, 2008, that certain Universal Note in the principal amount of
\$115,225.14 dated September 10, 2009, that certain Universal Note in the principal amount of
\$115,225.14 dated December 10, 2009, that certain Universal Note in the principal amount of
\$115,225.14 dated March 10, 2010 and that certain Universal Note and Security Agreement in
the principal amount of \$115,225.14 dated June 10, 2010 (collectively, the “Note”); and

WHEREAS, as security for the Note, the Mortgagor executed in favor of the
Mortgagee (i) that certain Real Estate Mortgage and Security Agreement dated November 16,

2007 covering the property described in Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20071128000540870 (as amended, the "Mortgage"), and (ii) that certain Assignment of Rents and Leases dated September 19, 2009 covering the property described in Exhibit A attached hereto, which Assignment is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20091029000404910 (the "Assignment"; for convenience, the Note, the Mortgage, the Assignment and all other documents executed in connection therewith are hereafter referred to for convenience as the "Loan Documents"); and

WHEREAS, the Borrower has requested, among other things, that the Lender increase the amount of the Loan to \$124,117.64 and Lender has agreed to such request provided the Borrower executes this Amendment and the other documents to be executed in connection herewith.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The amount of the Loan (as defined in the Note, the Mortgage, the Assignment, and all of the other Loan Documents) and the principal amount of the Note are increased from \$115,225.14 to \$124,117.64. All references in all of the Loan Documents to \$116,279.45, \$115,557.55 or \$115,225.14, whether in words or in numbers, are hereby amended to be \$124,117.64, and all other provisions of the Loan Documents are amended, mutatis mutandis. In connection with the increase of the Loan contemplated hereby Borrower agrees to execute and deliver to Lender an Amended, Restated and Increased Promissory Note in form and substance acceptable to Lender. The Amended, Restated and Increased Promissory Note shall be (i) treated as and deemed to be a renewal and extension of the promissory note described in the Mortgage

and the Specific Debt as defined in the Assignment and (ii) fully secured and supported by the Mortgage, the Assignment and the other Loan Documents. The Note shall not be marked paid or cancelled, but Lender may, in its discretion, make note thereon that it has been amended and restated by that certain Amended, Restated and Increased Promissory Note executed simultaneously herewith.

2. The Borrower hereby represents, warrants, covenants and agrees that its obligations for repayment of the Note and the Amended, Restated and Increased Promissory Note executed simultaneously herewith and all other amounts due under all other Loan Documents executed by the Borrower, as amended or modified, are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

3. It is the intention and agreement of the parties hereto that the increase in the Loan effectuated by this Amendment and all of the indebtedness evidenced by the Amended, Restated and Increased Promissory Note shall be secured by the Mortgaged Property (as defined in the Mortgage) and the liens and rights in favor of the Lender under the Mortgage and all other Loan Documents, as fully and completely and with the same priority as the Note originally secured thereby.

4. The Borrower hereby (i) represents and warrants that the unpaid principal balance upon the date hereof, prior to the increase in the Loan contemplated hereby, is \$115,225.14, (ii) ratifies and affirms the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby, and (iii) confirms that the Borrower does not have any defenses or offsets to any of the Loan Documents or amounts due thereunder, as amended hereby.

5. Borrower hereby represents, covenants, and agrees that the obligations of the Borrower under the Note are not subject to reduction, set-off, defense, or counter-claim of any nature whatsoever. Borrower hereby confirms and warrants to Lender that (i) all representations and warranties contained in the Note, and all of the other Loan Documents are true and correct on the date hereof, as if made on the date hereof and (ii) it is in compliance with all covenants and conditions contained in the Loan Agreement, the Note, and all of the other Loan Documents.

6. Borrower agrees to pay or reimburse Lender for all costs and expenses incurred in connection herewith, including, without limitation, recording fees, title insurance fees, and legal fees. Borrower further agrees to pay to Lender a commercial administration fee of \$300.00 immediately upon execution hereof. Borrower authorizes Lender to pay such costs, expenses, and fees by withdrawal from any deposit account of Borrower.

7. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Agreement or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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 Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first set forth above.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER:

Jim W. Bailey
 Jim W. Bailey

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jim W. Bailey** 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 on the day the same bears date.

Given under my hand this 28th day of October, 2010.

Helen P. Becker

Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 14, 2010
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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Shelby Cnty Judge of Probate, AL
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LENDER:

FIRST COMMERCIAL, a division of Synovus Bank, as successor in interest by merger with First Commercial Bank

By: W. Spencer Ragland
Name: Spencer Ragland
Title: SVP

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Spencer Ragland whose name as the SVP of **FIRST COMMERCIAL**, a division of Synovus Bank, as successor in interest by merger with First Commercial Bank, 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 banking corporation.

Given under my hand this 10th day of October, 2010.

Helen P. Becker
Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
James E. Vann, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205
(205) 930-5484

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 14, 2010
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**

20101101000364890 7/7 \$216.30
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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 6, Township 24 North, Range 13 East, being a 2-inch capped iron pipe found in place; thence proceed Northerly along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 377.17 feet to the point of beginning; thence continue along the last described course 565.35 feet; thence turn 90 degrees 45 minutes 26 seconds left and run Westerly for 1258.47 feet to a point on the East right of way line of Shelby County Highway 89; thence turn left 76 degrees 10 minutes 19 seconds and run Southerly along said East right of way line along a curve to the left, having a radius of 1479.8 feet and a central angle of 14 degrees 17 minutes 16 seconds for an arc distance of 369.02 feet to the end of said curve; thence continue along said right of way along a tangent section for 200 feet; thence turn left 89 degrees 33 minutes 06 seconds and run Easterly for 1292.23 feet to the point of beginning. Said parcel of land is lying in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 6, Township 24 North, Range 13 East. Situated in Shelby County, Alabama.