

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):			Mortgage and Security Agreement (as recorded):		
Huff Construction Company, Inc.			Shelby		
			County of Record		
			20070821000394290 1/6		
			Volume Page		
8015 Castlehill Road			08/21/2007		
Mailing Address			Date of Record		
Birmingham	AL	3-5242	Frontier Bank		
City	State	Zip	Instrument Prepared		
STATE OF ALABAMA					
COUNTY OF Shelby					

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of Frontier Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]:

- ☒ Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:
- A. Principal Sum of Indebtedness, as Recorded: \$ 169,600.00

B. Increase in Principal Sum of Indebtedness: \$ 5,400.00

C. Principal Sum of Indebtedness, as Amended \$ 175,000.00

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured.

☐ Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

☐ Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

☐ Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 20th day of January 2011.

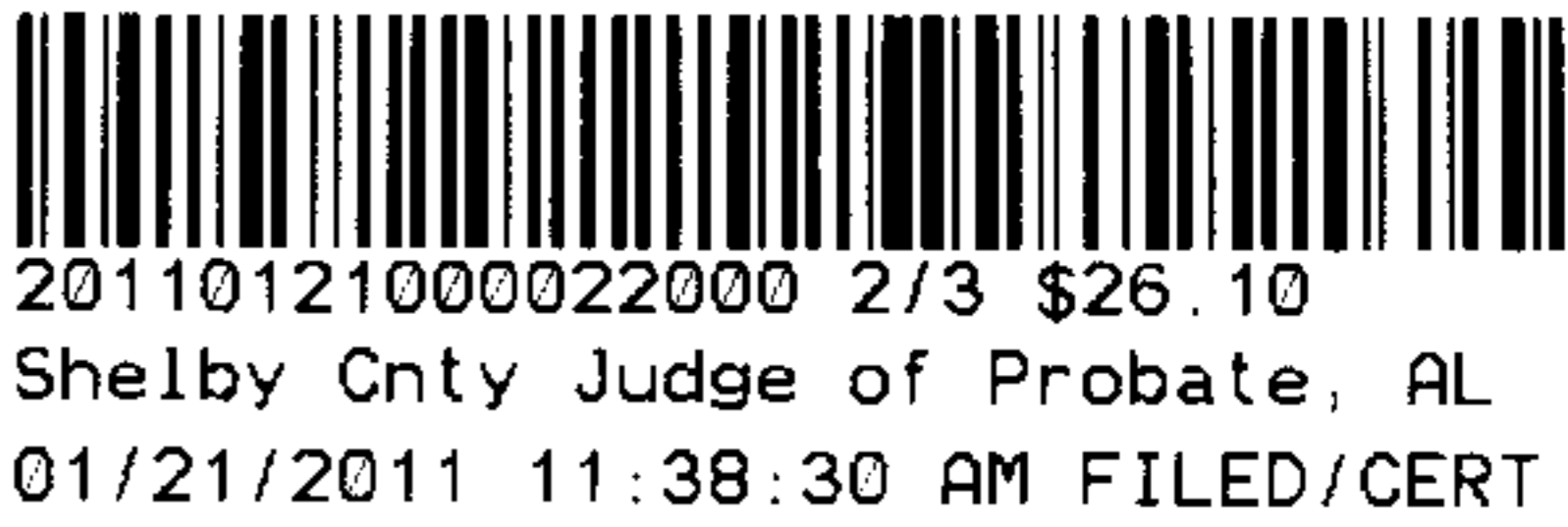
Huff Construction Company, Inc.  
BY: James D. Huff \_\_\_\_\_  
James D Huff, President \_\_\_\_\_ Date 1/21/11

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_



CERTIFICATE

State of Alabama  
County of Shelby

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$172,100.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: Huff Construction Company, Inc.  
Date, Time and Volume and  
Page of recording as shown hereon.

Mortgagee: Frontier Bank  
Russell Scruggs  
By: Russell Scruggs  
Vice President  
Title: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_, executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_, executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF Shelby

I, Kelli Foster, a Notary Public in and for said County, in said State, hereby certify that James D. Huff, whose name as President, of Huff Construction Company Inc, a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, HE, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 21 day of January 2011 Kelli Foster  
Notary Public

My Commission expires: **KELLI FOSTER**  
Notary Public - Alabama State at Large  
My Commission Expires 1/15/2013

This Instrument Prepared By:

Frontier Bank  
16863 Highway 280  
Chelsea, AL 35043  
Russell Scruggs, Vice President

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK

PAGE

20110121000022000 3/3 \$26.10  
Shelby Cnty Judge of Probate, AL  
01/21/2011 11:38:30 AM FILED/CERT

Shelby County, AL 01/21/2011  
State of Alabama  
Deed Tax:\$8.10