


This instrument was prepared by:
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3150 Highway 52 West
Pelham, AL 35124


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Shelby Cnty Judge of Probate, AL
03/02/2011 10:01:44 AM FILED/CERT

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of February 28, 2011.

BUCK CREEK CONSTRUCTION, INC., ("Borrower") has made and delivered to **MOBLEY DEVELOPMENT, INC.** ("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 March 27, 2009, as recorded in Instrument No. 20090409000131690 (SHELBY COUNTY) and LR 200961, Page 28513 (JEFFERSON COUNTY), in the Office of the Judge of Probate of Shelby County, Alabama and Jefferson 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 loan in the principal amount of One hundred forty thousand and no/100 Dollars (\$140,000.00) 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 above described mortgage 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:
 - a. Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto attached 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.

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

BORROWER:

BUCK CREEK CONSTRUCTION, INC.



BY: CHRIS WILLIAMS, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris Williams, whose name as President of Buck Creek Construction, Inc., 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 managing member and with full authority, executed the same voluntarily for and as the act of said corporation .

Given under my hand and official seal this 28th day of February 2011.

STEPHANIE JONES
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 26, 2013

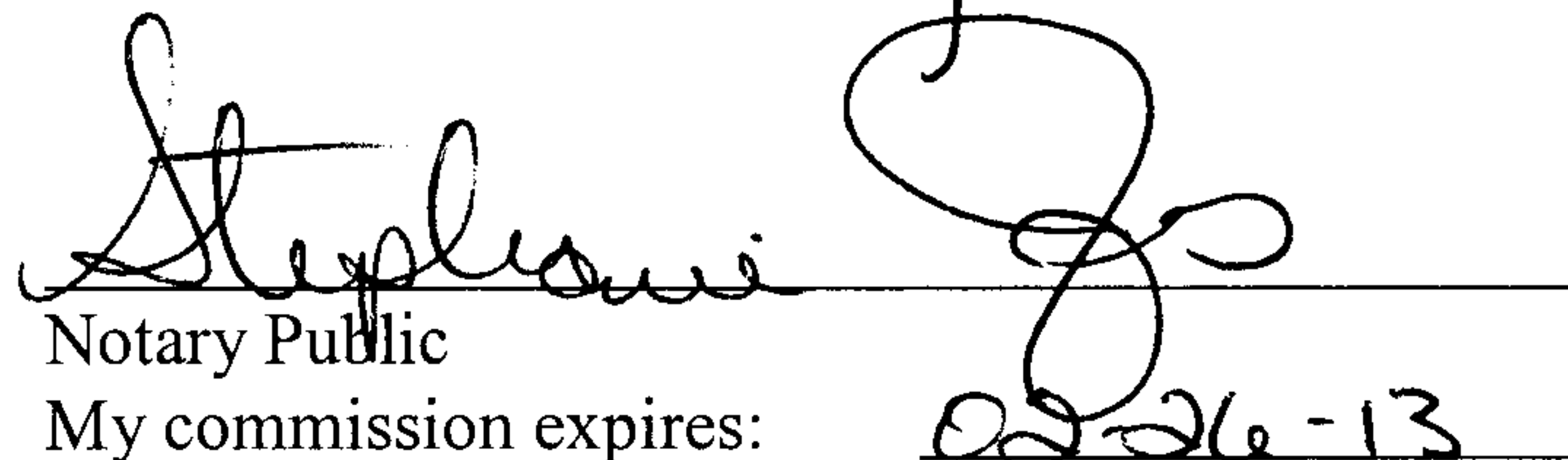
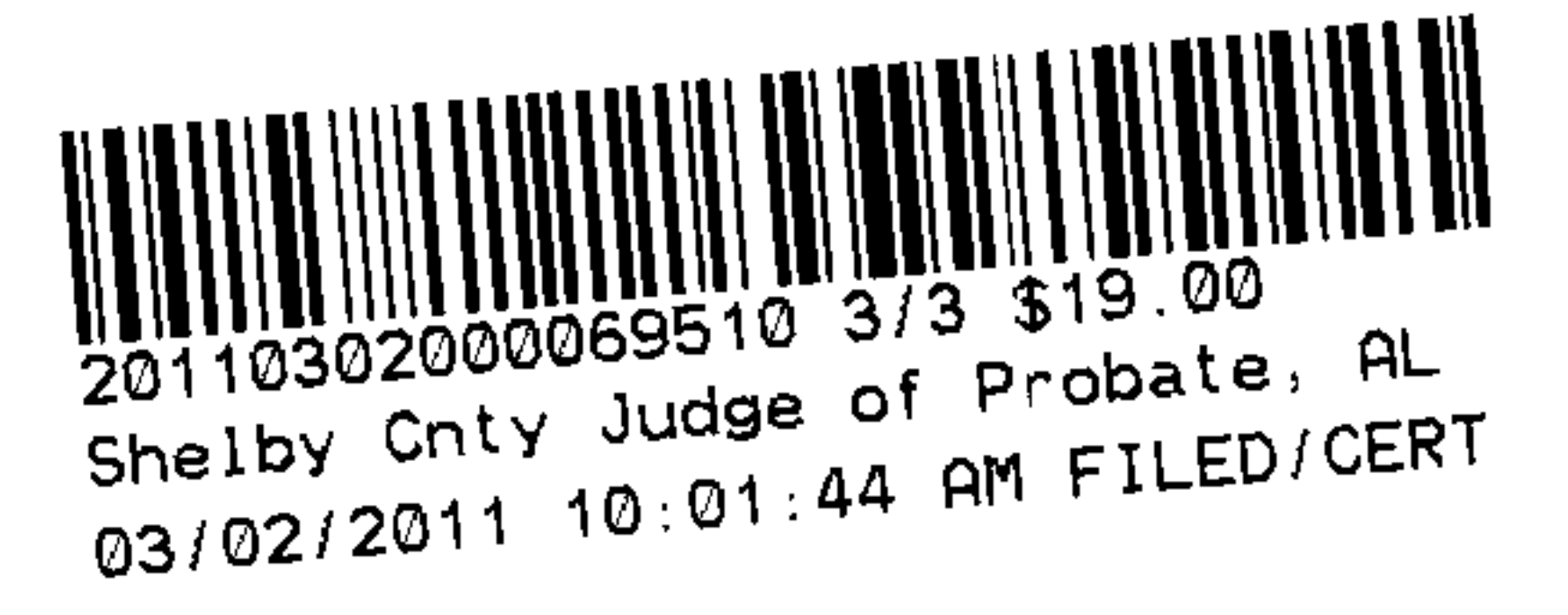

Notary Public
My commission expires: 02-26-13

EXHIBIT "A"



Lots 1408 and 1409, according to the Survey of Braemar at Ballantrae, Phase I, as recorded in Map Book 37, Page 70, in the Probate Office of Shelby County, Alabama.