

Prepared by and upon recordation return to:

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## AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA       )  
  )  
SHELBY COUNTY         )

This Amendment to Mortgage and Security Agreement (the "Amendment") is made and entered as of the 24<sup>th</sup> day of August, 2011, by and between **M & W INVESTMENTS, INC.**, an Alabama corporation ("Borrower") and **REGIONS BANK**, an Alabama banking corporation ("Lender").

WHEREAS, Lender made a loan to Borrower in the original principal amount of \$754,000.00 (the "Loan"), which Loan was evidenced by that certain Promissory Note in the amount of \$754,000.00 executed as of July 31, 2006 by Borrower in favor of Lender (the "Note"), and was secured by, among other things: (i) a first in priority mortgage on that certain real property (the "Property") located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto and in that certain Mortgage and Security Agreement (the "Mortgage") in the principal amount of \$754,000.00 executed as of July 31, 2006 by Borrower in favor of Lender Lender and recorded on August 1, 2006 as Instrument Number 20060801000369340 if the Office of the Judge Probate of Shelby County, Alabama, (ii) that certain Guaranty Agreement executed as of July 31, 2006 by Malcolm S. Bethea in favor of Lender, (iii) that certain Guaranty Agreement executed as of July 31, 2006 by W. Wheeler Smith in favor of Lender (collectively "Guaranty"), (iv) that certain Assignment of Leases, Rents and Profits (the "Assignment of Leases") executed as of July 31, 2006 by Borrower in favor of Lender, (v) that certain Environmental Indemnity Agreement (the "Environmental Indemnity") executed as of July 31, 2006 by Borrower, Malcolm S. Bethea and W. Wheeler Smith in favor of Lender, (vi) that certain Blanket Assignment of Contracts, Agreement and Licenses (the "Blanket Assignment of Contracts") executed as July 31, 2006 by Borrower in favor of Lender (the Note, Mortgage, Guaranty, Assignment of Leases, Environment Indemnity and Blanket Assignment of Contracts and all other documents executed by Borrower and/or Guarantor in connection with the Loan, shall be collectively referred to herein as the "Loan Documents"). Lender is the current holder of the Note and is the holder of the Mortgage and the other Loan Documents.

WHEREAS, Borrower and Lender desire to modify the terms of said Loan set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower and Lender agree that the terms of the Loan are modified as follows:

1. In lieu of the "Note" as defined in the Mortgage, the Note shall secure

payment of that certain Amended and Restated Promissory Note in the principal sum of \$764,006.00 of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof.

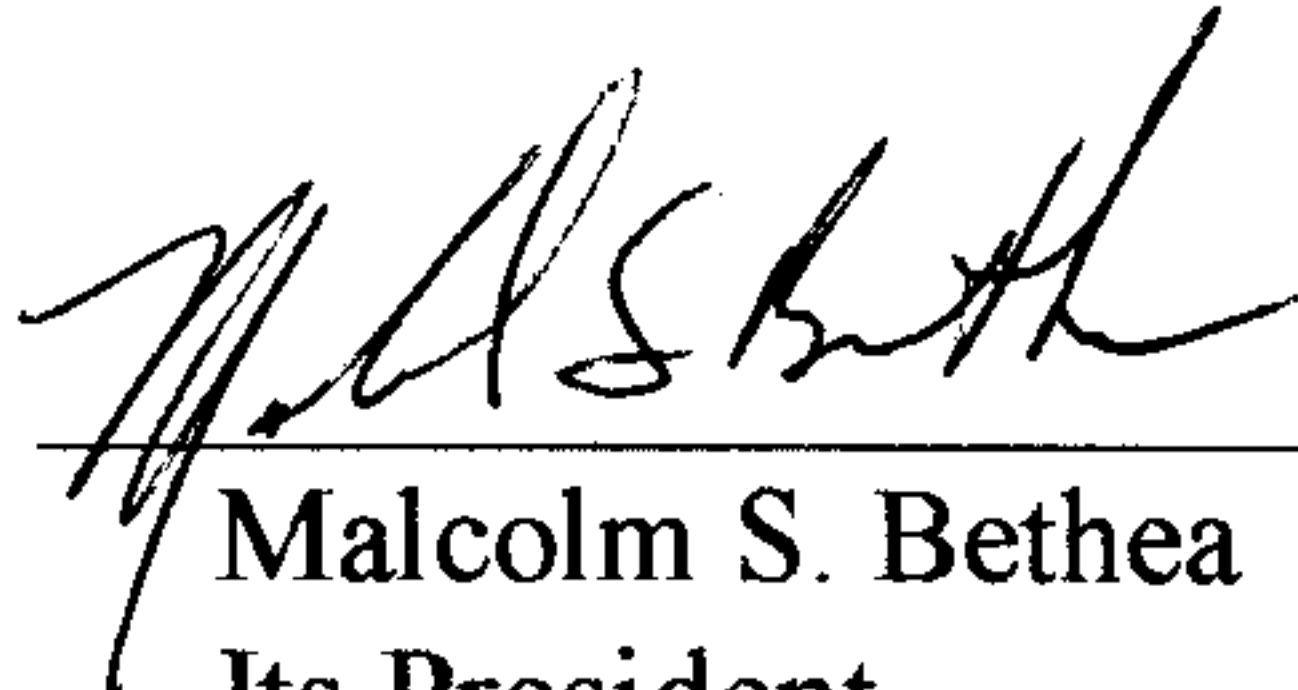
2. The Promissory Note referenced above is given in extension, renewal and increase of the Note as defined in the Mortgage.
3. The amount of Secured Debt is amended to reflect the new amount of \$764,006.00, and the amount of new Secured Debt is \$10,006.00.

Except as amended hereby, the Loan Documents shall remain in full force and effect and their provisions are ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**BORROWER:**

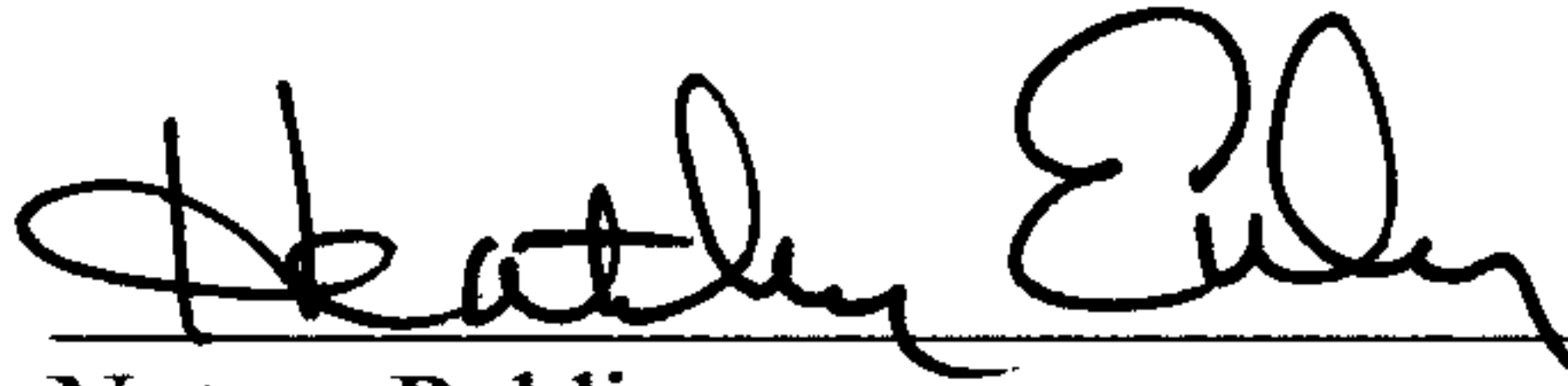
**M & W INVESTMENTS, INC.,**  
an Alabama corporation

By:   
Malcolm S. Bethea  
Its President

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Malcolm S. Bethea, whose name as President of M & W INVESTMENTS, INC., an Alabama 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 said 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 24<sup>th</sup> day of August, 2011.

  
Notary Public  
My Commission Expires JULY 8, 2015

[NOTARIAL SEAL]



**LENDER:**

**REGIONS BANK,**  
an Alabama banking corporation

By:

Todd Harris  
Its Todd Harris

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that TODD HARRIS, whose name as VP of REGIONS 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 said 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 24<sup>th</sup> day of August, 2011.

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


[NOTARIAL SEAL]

MY COMMISSION EXPIRES JUNE 8, 2015

MSH

## EXHIBIT A

### Description of Real Estate

  
20110901000259350 4/4 \$36.15  
Shelby Cnty Judge of Probate, AL  
09/01/2011 03:30:54 PM FILED/CERT

Property located in the NE 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West; thence run South 0°52'06" West along the West line of said 1/4 - 1/4 section 80.72 feet to a point, said point being on the South right of way line of County Road 26 (80 foot right of way), said point also being the point of beginning; thence run South 86°20'40" East along said right of way line 131.28 feet to a point, said point being the beginning of a curve to the left, said curve having a central angle of 2°11'54" and a radius of 2135.09 feet, said curve being subtended by a chord which bears South 87°26'37" East a distance of 81.91 feet; thence run Easterly along the arc of said curve and along said right of way 81.92 feet; thence run South 0°52'06" West 201.20 feet; thence run North 89°07'54" West 213.00 feet to a point on the West line of said 1/4 - 1/4 section; thence run North 0°52'06" East along said West line, 210.00 feet to the point of beginning; being situated in Shelby County, Alabama.