

This instrument prepared by  
and after recording return to:

Ray D. Gibbons, Esq.  
Gibbons Graham LLC  
100 Corporate Parkway  
Suite 125  
Birmingham, Alabama 35242

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (this "Amendment") is made and entered into as of January 31, 2012, by and between **DUNAVANT SQUARE, LLC**, an Alabama limited liability company, whose address is 3570 Grandview Parkway, Suite 100, Birmingham, Alabama 35243, Attention: Mr. William L. Thornton III (the "Mortgagor"), and **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 850 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Mr. Clark Zinsmeister (the "Bank").

**WHEREAS**, Mortgagor executed and delivered in favor of Bank that certain Mortgage and Security Agreement, dated as of July 17, 2008, and recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080724000299110, and that certain First Amendment to Mortgage dated August 11, 2008 and recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080822000338750 (as amended from time to time, the "Mortgage"); and

**WHEREAS**, Mortgagor and Bank desire to amend the Mortgage in order to add and delete certain property as part of the Mortgaged Property thereunder, as hereinafter provided.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Bank hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by changing the Description of the Land by deleting the prior Exhibit A to the Mortgage and substituting in lieu thereof the Exhibit "A" attached hereto.

2. To secure the Obligations, Mortgagor does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Bank, its successors and assigns, a Lien and security interest on, upon and in the Mortgaged Property, including, but not limited to, the Land described on the attached Exhibit A.

3. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

\* \* \* \* \*SIGNATURES ON NEXT PAGE\*\*\*\*\*

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


**MORTGAGOR:**

**DUNAVANT SQUARE, LLC,**  
an Alabama limited liability company

By:   
William L. Thornton III, Member

**BANK:**

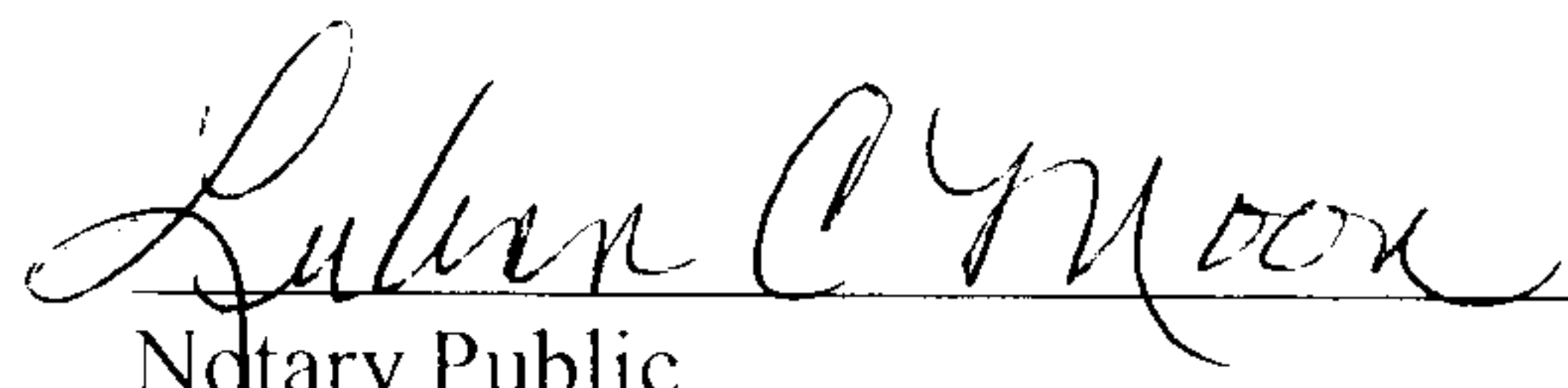
SERVISFIRST BANK,  
an Alabama banking corporation

By:   
Its: Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Member of Dunavant Square, LLC., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this the 31<sup>st</sup> day of January, 2012.

 [SEAL]  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Mar 19, 2012  
BLENDED THRU NOTARY PUBLIC UNDERWRITERS

20120224000066360 3/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
02/24/2012 11:53:13 AM FILED/CERT

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clark Zinsmeister, whose name as 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama banking corporation.

Given under my hand and official seal, this the 31<sup>st</sup> day of January, 2012.

Luburn A. Moon [SEAL]


Notary Public

My Commission Expires:

PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Mar 19, 2012  
ISSUED THRU NOTARY PUBLIC UNDERWRITERS



**EXHIBIT "A"**  
**Legal Description**

  
20120224000066360 4/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
02/24/2012 11:53:13 AM FILED/CERT

Land situated in the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Lots Nos. 2A, 4A, 6A, 8A, 10A, 12A, 14A, 16A, 18A, 20A, 22A, 24A, 26A, 40A, 42A, 44A, 46A, 50A, 52A, 54A, 62A, 64A, 70A, 72A, 74A, 76A, 78A, 80A, 82A, 84A, 98A, 100A, 102A, 104A, 106A, 108A, 110A, 112A, 114A, 116A, 118A, and 120A, as shown on the Resurvey of Dunnavant Square, recorded in Map Book 42, Pages 123-A, 123-B, and 123-C, in the Office of the Probate Judge of Shelby County, Alabama, to which reference is made for a more complete description.