

STATE OF ALABAMA  
COUNTY OF SHELBY

)  
)



20120301000073450 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
03/01/2012 03:01:05 PM FILED/CERT

**AMENDMENT  
TO  
MORTGAGE  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT**

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on December 28, 2011 by **MONTEVALLO BUILDING AND SUPPLY, LLC, an Alabama limited liability company**, whose address is 307 Fran Drive, Alabaster, Alabama 35007 (hereinafter "Mortgagor") and **RENASANT BANK** whose address is 2001 Park Place North, Suite 600, Birmingham, Alabama 352031 (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded in as Instrument No. 20120103000000210 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, the Mortgage secured certain Promissory Notes in the original principal amounts of **\$218,500.00** and **\$152,950.00** dated December 28, 2011, and one of the Notes having a maturity date in the year 2021 (hereinafter along with all renewals, extensions and modifications, referred to as the "Note"), payable in accordance with the terms of such Note, and all renewals, modifications, extensions and amendments thereto.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$557.25 was paid upon the total principal indebtedness.

**WHEREAS**, the principal balance of the Note secured by the Mortgage shall be reduced upon receipt of proceeds in the amount of \$152,950.00 from the sale of a debenture by the U.S. Small Business Administration (bearing SBA Loan No. 49634250-00) ; and upon receipt of said debenture proceeds, the outstanding principal balance at that time secured by the Mortgage shall not exceed \$218,500.00.

**WHEREAS**, Bank is agreeable to modify the Mortgage securing said Note provided Borrower, among other things, enters into this Amendment, pays all fees and costs incurred by Bank in preparing this Amendment and causes the Note to continue to be secured by the Mortgage.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank modify the Mortgage, the Mortgage is hereby amended as follows:

- 1). Henceforth the definition of "Note" as provided for in the Mortgage shall be amended to refer to the Note in a principal amount of \$218,500.00, together with all extensions, modifications, and renewals thereof, and all the interest thereon.

2) The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness evidenced by a Note in the principal amount of \$218,500.00, and all interest thereon, and all extensions and renewals thereof.

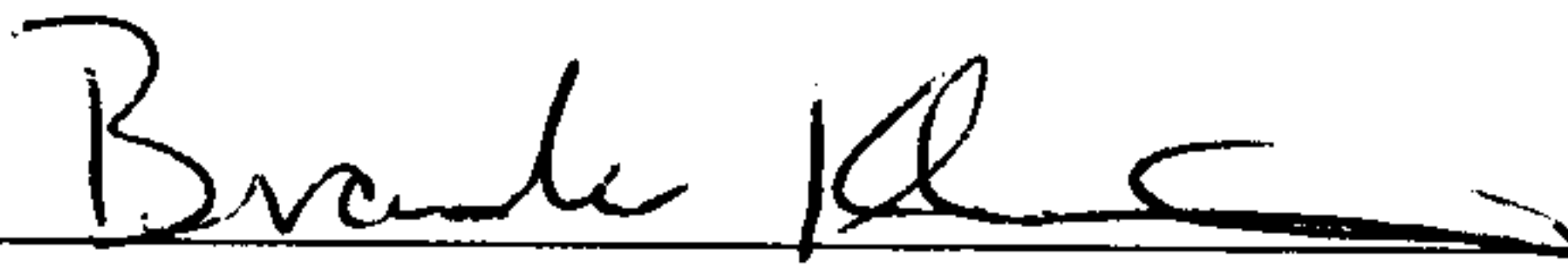
Mortgagor hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 28~~th~~ day of December, 2011.


**MORTGAGOR:**

**MONTEVALLO BUILDING AND SUPPLY, LLC**


By:   
Print Name: Brandon Klinner (also known as  
Brandon Heath Klinner)  
Title: Sole Member

**BANK:**

**RENASANT BANK**

BY:   
Print Name: Fred R Elliot  
Title: Sr. Vice Presider

[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE.]


  
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ACKNOWLEDGMENTS OF MORTGAGOR

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brandon Klinner (also known as Brandon Heath Klinner), whose name as Sole Member of MONTEVALLO BUILDING AND SUPPLY, LLC, an Alabama limited liability company, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28 day of December, 2011.

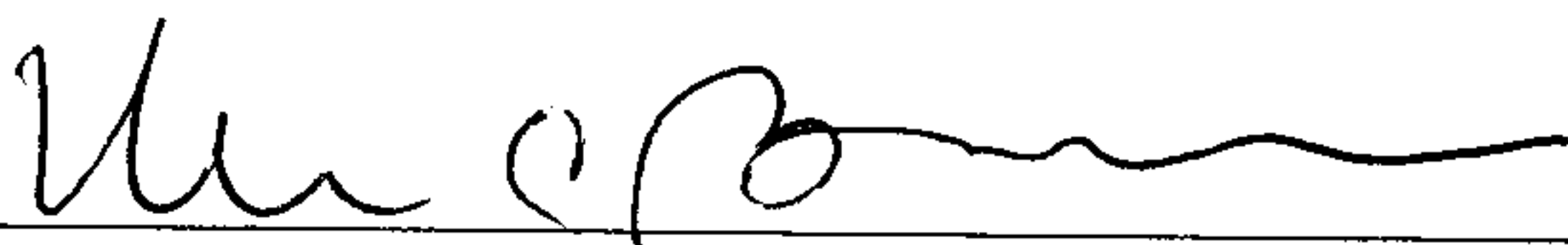
  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 12/14/2012

ACKNOWLEDGMENT OF BANK

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Fred Elliott, whose name as [Sr.] [Vice] President of RENASANT BANK, a 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, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 28 day of December, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 12/14/2012

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William C. Brown  
ENGEL, HAIRSTON & JOHANSON, P.C.  
109 North 20th Street, Fourth Floor  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205) 328-4600




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## EXHIBIT "A"

Lots 9, 10, 11, 12, 13, 14, 27 and 28, according to the Survey of Givhan's Subdivision of a portion of the Northeast ¼ of the Southeast ¼ of the Southeast ¼, Section 4, Township 24 North, Range 12 East, as recorded in Map Book 3, Page 130, in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:** i) taxes and assessments for the year 2012, a lien but not yet payable; ii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Real 311, Page 727.; iii) Easement to the City of Montevallo as recorded in Instrument # 2002-03944; iv) Transmission Line Permit to Alabama Power Company as set out in instrument(s) recorded in Deed Book 141, Page 325; Deed Book 165, Page 539; Deed Book 179, Page 86; and Deed Book 232, Page 370; v) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Real 252, Page 955; vi) Right of Way granted to the State of Alabama as recorded in Instrument # 20020521000238920; and vii) any coal, oil, gas and other mineral and mining rights which are not owned by Grantor/Mortgagor.

  
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