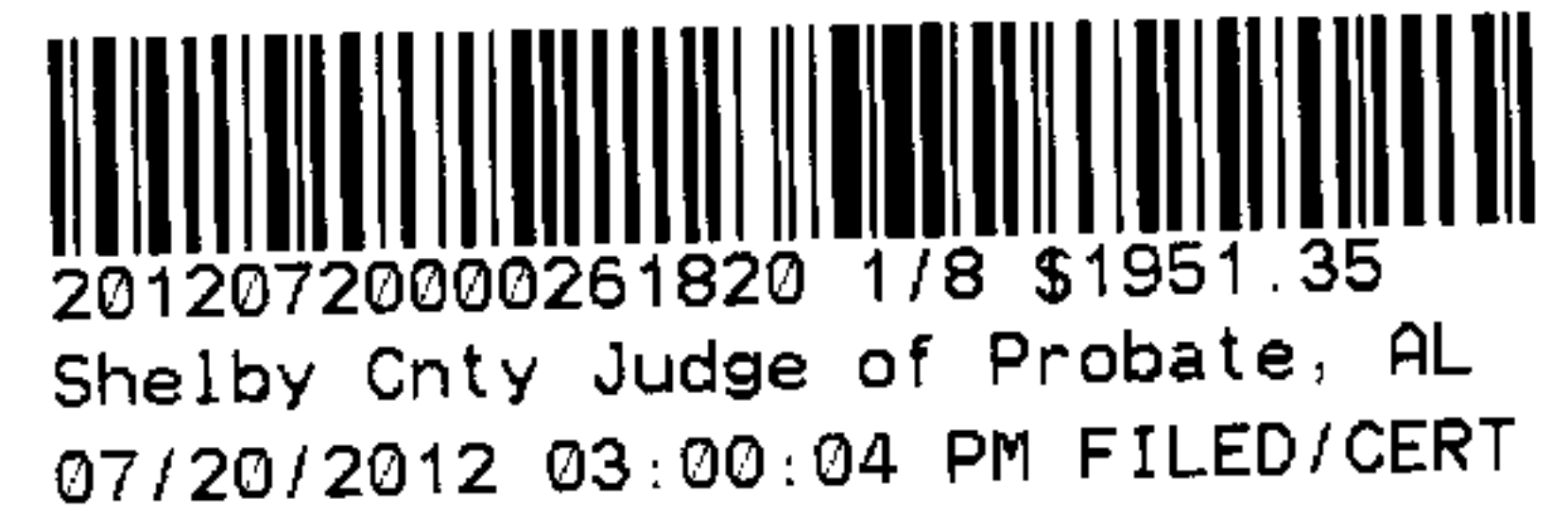


This Amendment to Mortgage prepared by and upon recording return to:
Larry Childs
Waller Lansden Dortch & Davis
1901 Sixth Avenue North, Suite 1400
Birmingham, AL 35203



AMENDMENT TO MORTGAGE

This Amendment to Mortgage (“Amendment to Mortgage”) is entered into this 17th day of July, 2012, by and between Diversified Properties, LLC, an Alaska limited liability company (“Grantor”), and Regions Bank, hereinafter referred to as (“Lender”).

RECITALS

Grantor has executed a Mortgage mortgaging certain property in Shelby County, Alabama to Lender as recorded on January 27, 2011, as Instrument number 20110127000028850, with the Judge of Probate Office for Shelby County, Alabama, hereinafter referred to as the "Mortgage."

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree to amend the Mortgage as follows:

1. The Recitals set forth above are hereby incorporated into this Amendment to Mortgage as if set forth herein in full. All capitalized terms not defined in this Amendment to Mortgage shall be deemed to have the meanings given such terms in the Mortgage.

2. The definition of Note on Page 5 of the Mortgage is hereby deleted in its entirety and replaced with the following:

“**Note.** The word “Note” means collectively: (i) that certain Amended and Restated Promissory Note dated as July 17, 2012, in the original principal amount of \$317,000.00 from 8942719.7

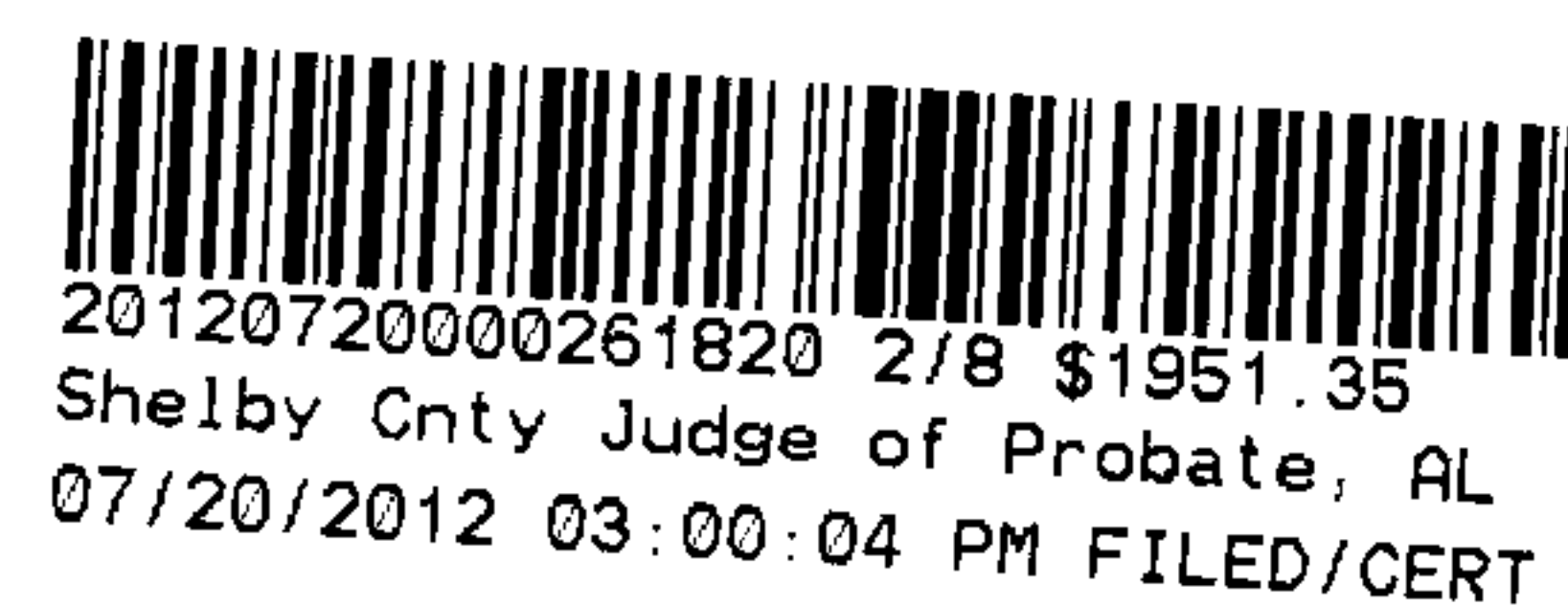
Borrower to Lender (“Borrower’s Amended Note”), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for Borrower’s Amended Note or the Related Documents, (ii) that certain Second Amended and Restated Promissory Note dated as July 17, 2012, in the original principal amount of \$105,000.00 from Borrower to Lender (“Borrower’s Second Amended Note”), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for Borrower Second Amended Note or the Related Documents and (iii) that certain Amended and Restated Promissory Note dated as July 17, 2012, in the original principal amount of \$1,565,160.95 from Andrew D. Olvey to Lender (“Olvey’s Note”), together with all renewals of, extensions of, modifications of, consolidations of and substitutions for Olvey’s Note or the Related Documents.”

3. The definition of Guarantor on Page 5 of the Mortgage is deleted in its entirety and revised to state as follows:

“Guarantor. The word “Guarantor” means Diversified Properties, LLC and any other guarantor, surety, or accommodation party of any or all of the Indebtedness.”

4. The definition of Guaranty on Page 5 of the Mortgage is deleted in its entirety and revised to state as follows:

“Guaranty. The word “Guaranty” means collectively: (i) that certain Commercial Guaranty dated as of July 17, 2012 by Diversified Properties, LLC guarantying those certain obligations of Andrew D. Olvey to Lender and (ii) that certain Commercial Guaranty dated as of July 17, 2012 by Diversified Properties, LLC guarantying those certain obligations of Diversified Sales, Inc. to Lender and (iii) any other Guaranty from any other guarantor guarantying all or any part of the Indebtedness.”



5. The language on the first page of the Mortgage which states as follows:

“Revolving Line of Credit. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.”

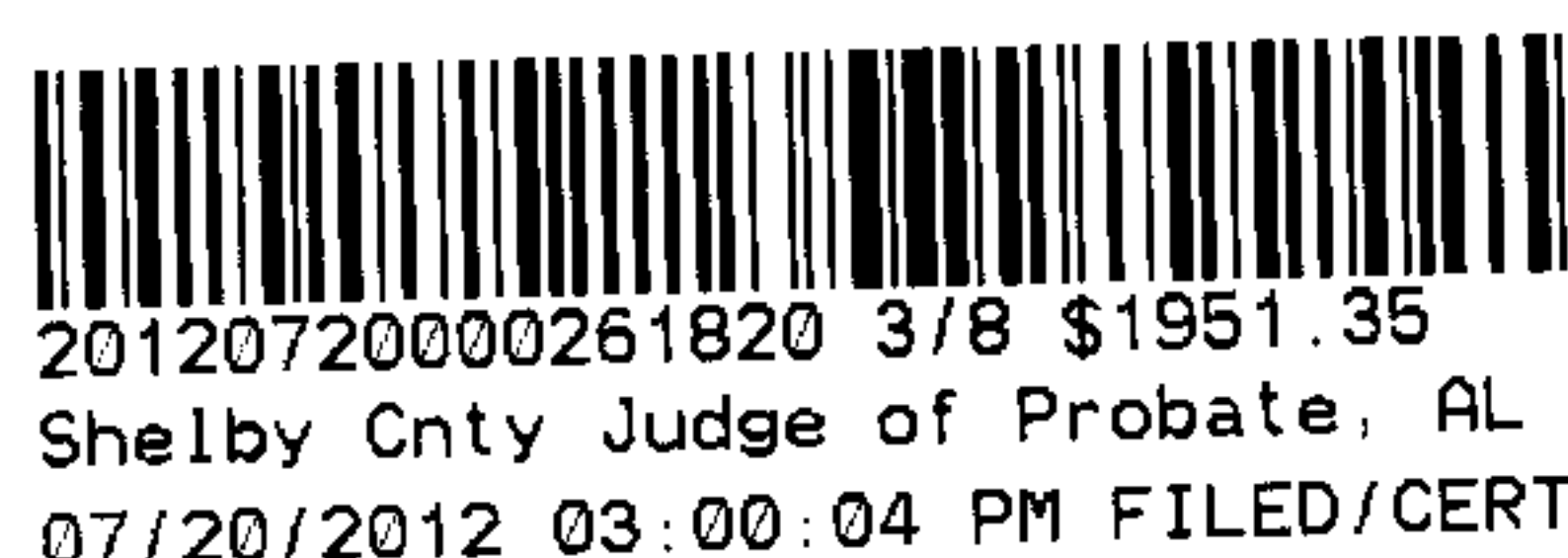
is hereby deleted in its entirety and revised to state as follows (with an added paragraph):

“Revolving Line of Credit. This Mortgage secures the Guaranty (as such term has been amended by the Amendment to Mortgage), the Note (as such term has been amended by the Amendment to Mortgage) and the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Cross-Collateralization. In addition to the Indebtedness, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Andrew D. Olvey (“Olvey”) Grantor, Borrower and their affiliates to Lender, as well as all claims by Lender against Olvey, Grantor and Borrower, whether now existing or hereafter arising, whether related or unrelated to the Indebtedness, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Olvey, Grantor or Borrower may be liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.”

6. The following language is added on page 4 as an Event of Default after “Insecurity”:

“Cross Default. Any default occurs (subject to any applicable cure period) under any



agreement, document or instrument between Grantor, Olvey or Borrower and/or any of their affiliates and Lender, whether now existing or hereafter arising and whether related or unrelated to the Indebtedness.”

7. The following language is added on page 6 as a new paragraph after the term “Rents.”

“CONSIDERATION. Grantor warrants and represents that it has received, and shall continue to receive, actual and adequate consideration for the granting of the Mortgage, the Amendment to Mortgage and any other Related Document, and acknowledges that it is aware Lender would not make the loans evidenced by the Indebtedness without the granting of the Mortgage and this Amendment to Mortgage. Grantor further warrants and represents that the Indebtedness secured hereby is of direct benefit to Grantor.”

8. Grantor granted under the Mortgage a lien on certain Real Property in Shelby County, Alabama to the Lender for the benefit of the Lender (the “Original Security”). Grantor acknowledges and agrees that (a) this Amendment to Mortgage shall not constitute a re-grant of the Original Security, (b) its grant of a lien on the Original Security to the Grantee for the benefit of Lender remains in full force and effect after giving effect to this Amendment to Mortgage.

9. Except as modified by this Amendment to Mortgage, the Mortgage is unmodified and remains in full force and effect. The Mortgage, as altered, amended and modified by this Amendment to Mortgage, is ratified and confirmed by Grantor. This Amendment to Mortgage may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Lender and Grantor have executed this Amendment to Mortgage as of the day and date first above written.

GRANTOR:

Diversified Properties, LLC

By:  _____

Name: Andrew D. Olvey

Title: President



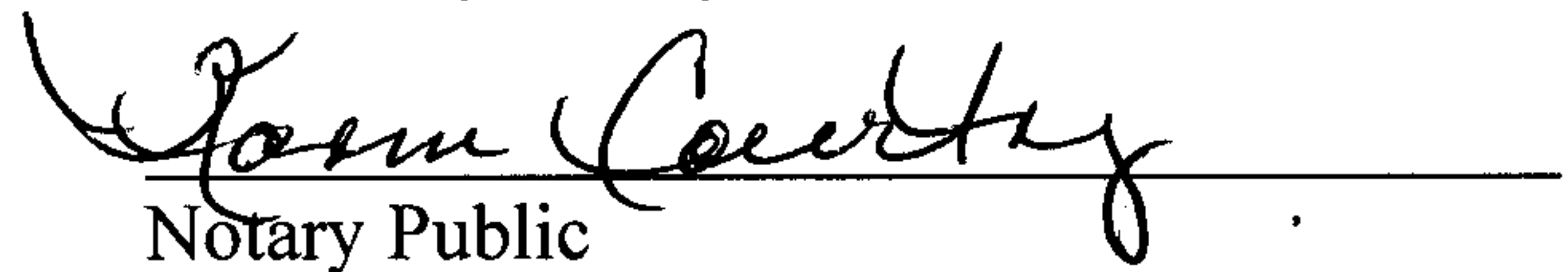
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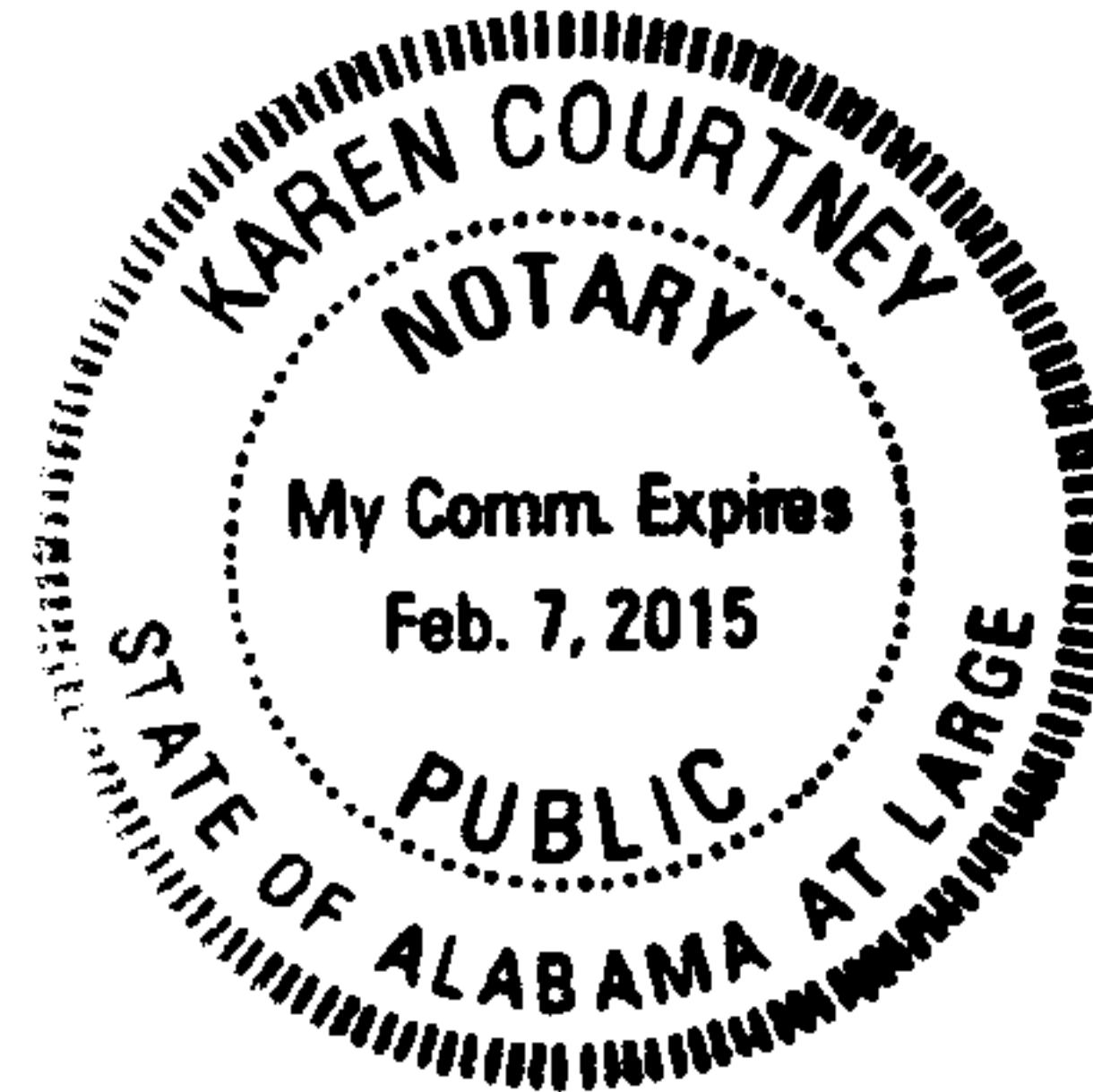
State of Alabama

Jefferson County

I, the undersigned authority, in and for said County, in said State, hereby certify that Andrew D. Olvey whose name as President of Diversified Properties, LLC, a limited liability company, 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 17 day of July, 2012.


Notary Public



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LENDER:

Regions Bank

By: _____

Name: William P. Carroll

Title: Senior Vice President



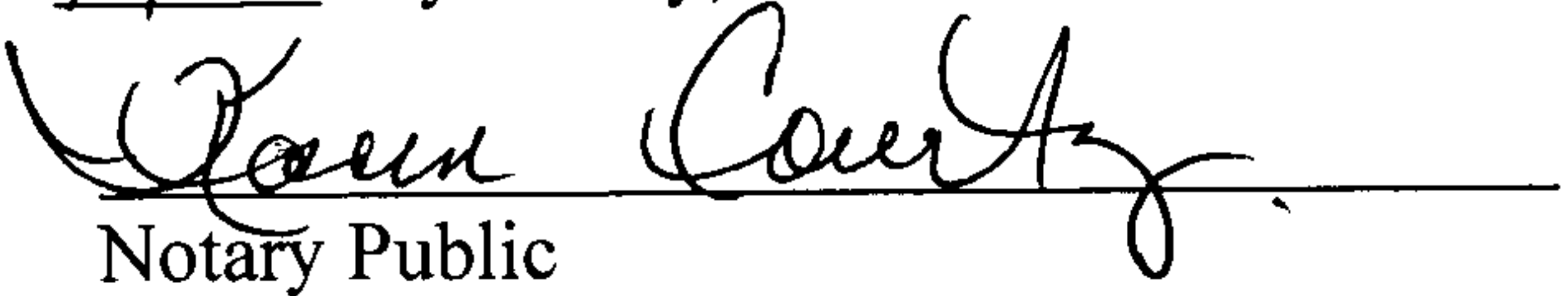
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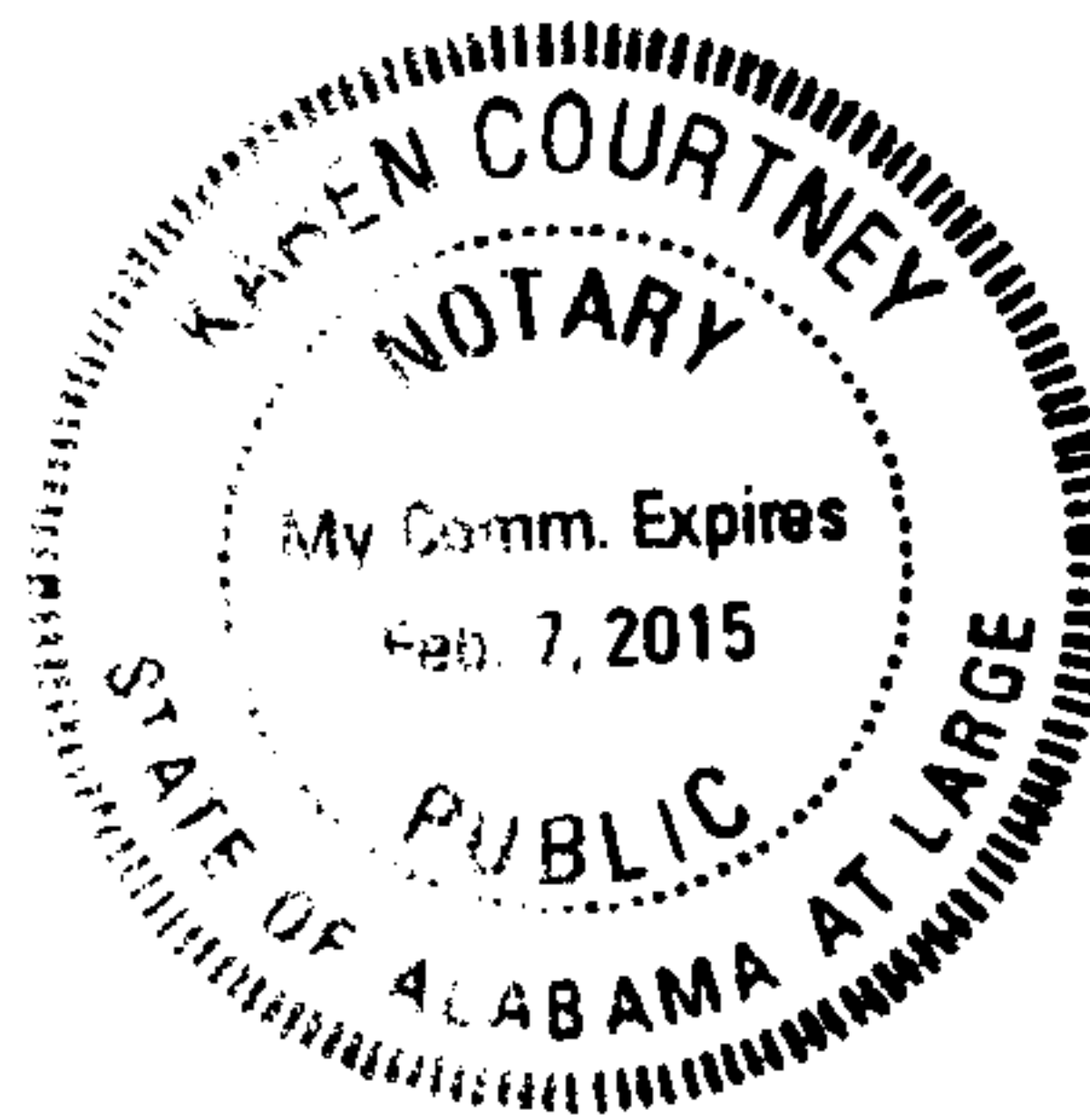
State of Alabama

Jefferson County

I, the undersigned authority, in and for said County, in said State, hereby certify that William P. Carroll whose name as Senior Vice President of Regions Bank a bank 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this 17 day of July, 2012.


Notary Public



20120720000261820 8/8 \$1951.35
Shelby Cnty Judge of Probate, AL
07/20/2012 03:00:04 PM FILED/CERT