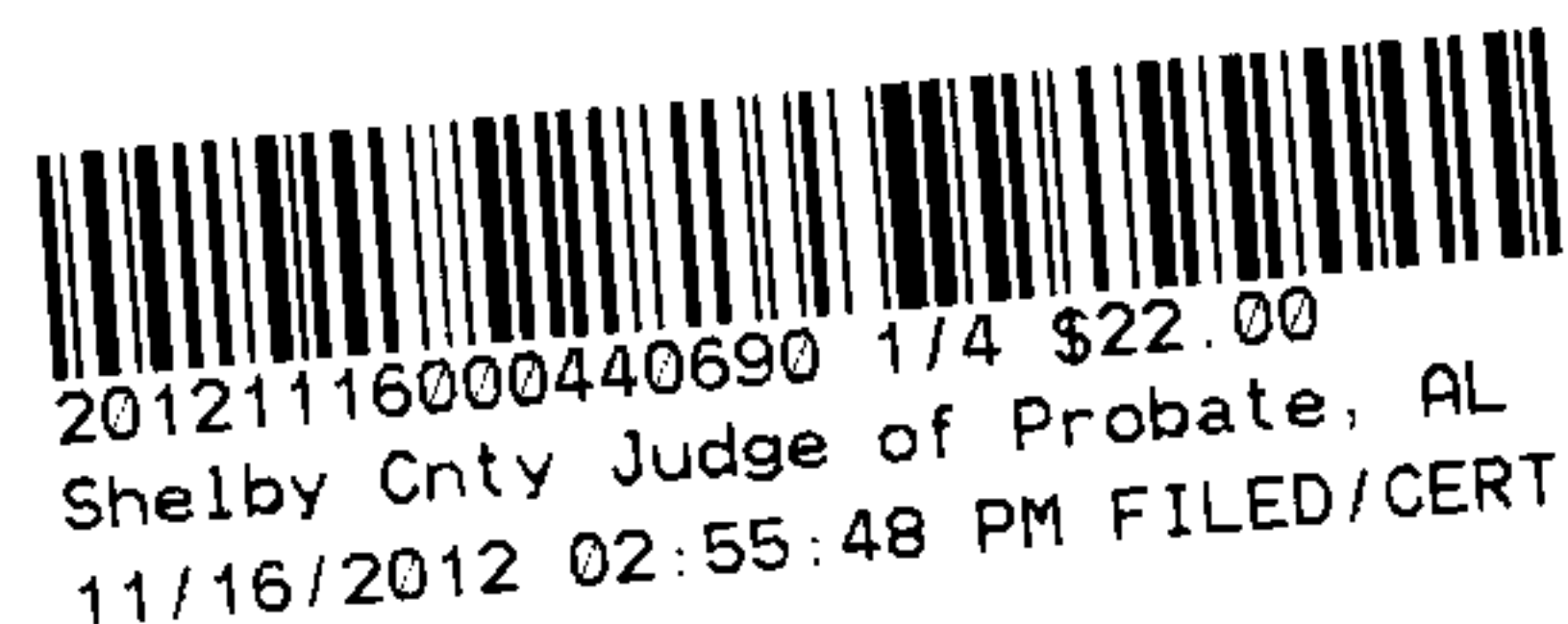


Mortgage recording tax due on the original \$2,810,000.00 Loan was paid in connection with the recording of the Original Mortgage in Jefferson County, Alabama. Therefore, no additional mortgage recording tax is due upon recording of this Amendment to Mortgage.

This instrument prepared by:
J. Corbitt Tate
Balch & Bingham, LLP
1901 Sixth Avenue North
Suite 1500
Birmingham, Alabama 35203



STATE OF ALABAMA

COUNTIES OF JEFFERSON AND SHELBY

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (this "**Amendment**") made effective as of the 16th day of November, 2012, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **MAC I, LLC** ("**Borrower**").

WHEREAS, in connection with a loan from Lender to Charles K. McPherson, Jr. (the "**Original Borrower**") in the original principal amount of \$2,810,000.00 (the "**Loan**"), Original Borrower executed and delivered to Lender the following documents dated November 28, 2006, among other documents, to evidence and secure the Loan: (i) Promissory Note in the amount of \$2,810,000.00 (as amended, the "**Note**"); (ii) Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement, as recorded at Book LR200619, Page 14423 in the Office of the Judge of Probate of Jefferson County, Alabama and at Instrument 20061201000585160 in the Office of the Judge of Probate of Shelby County, Alabama, executed by the Original Borrower in favor of Lender (the "**Mortgage**") (collectively, the "**Initial Loan Documents**");

WHEREAS, pursuant to that certain Loan Assumption Agreement dated December 28, 2009 and recorded at Book LR201001, Page 20083 in the Office of the Judge of Probate of Jefferson County, Alabama and at Instrument 20100128000028230 in the Office of the Judge of Probate of Shelby County, Alabama, Borrower assumed the Initial Loan Documents;

WHEREAS, concurrent herewith, provided certain conditions are met in Lender's sole-discretion, Lender will release certain property covered by the Mortgage pursuant to that certain Partial Release of Recorded Mortgage; and

WHEREAS, Borrower and Lender desire to amend the Mortgage to add that certain property located in Shelby County, Alabama, as further described and set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. To secure the prompt payment of the Loan, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set

BORROWER:

MAC I, LLC

an Alabama limited liability company

By: 

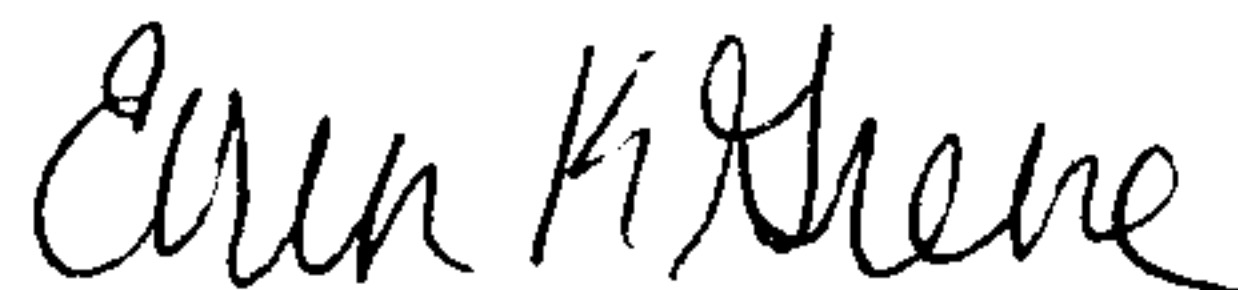
Its:

Sole Member and Manager
J.T. McPherson

STATE OF TEXAS
COUNTY OF DALLAS

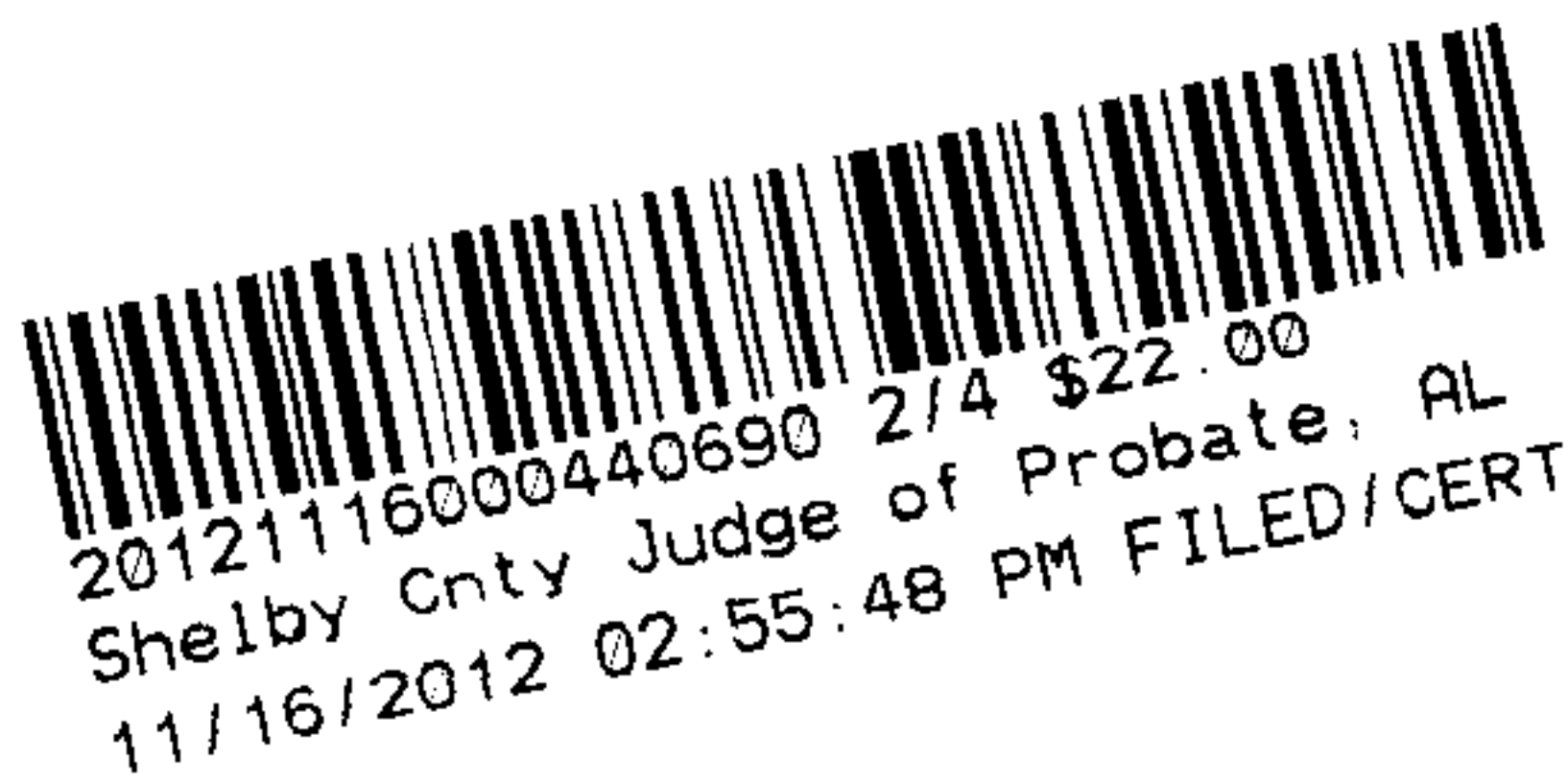
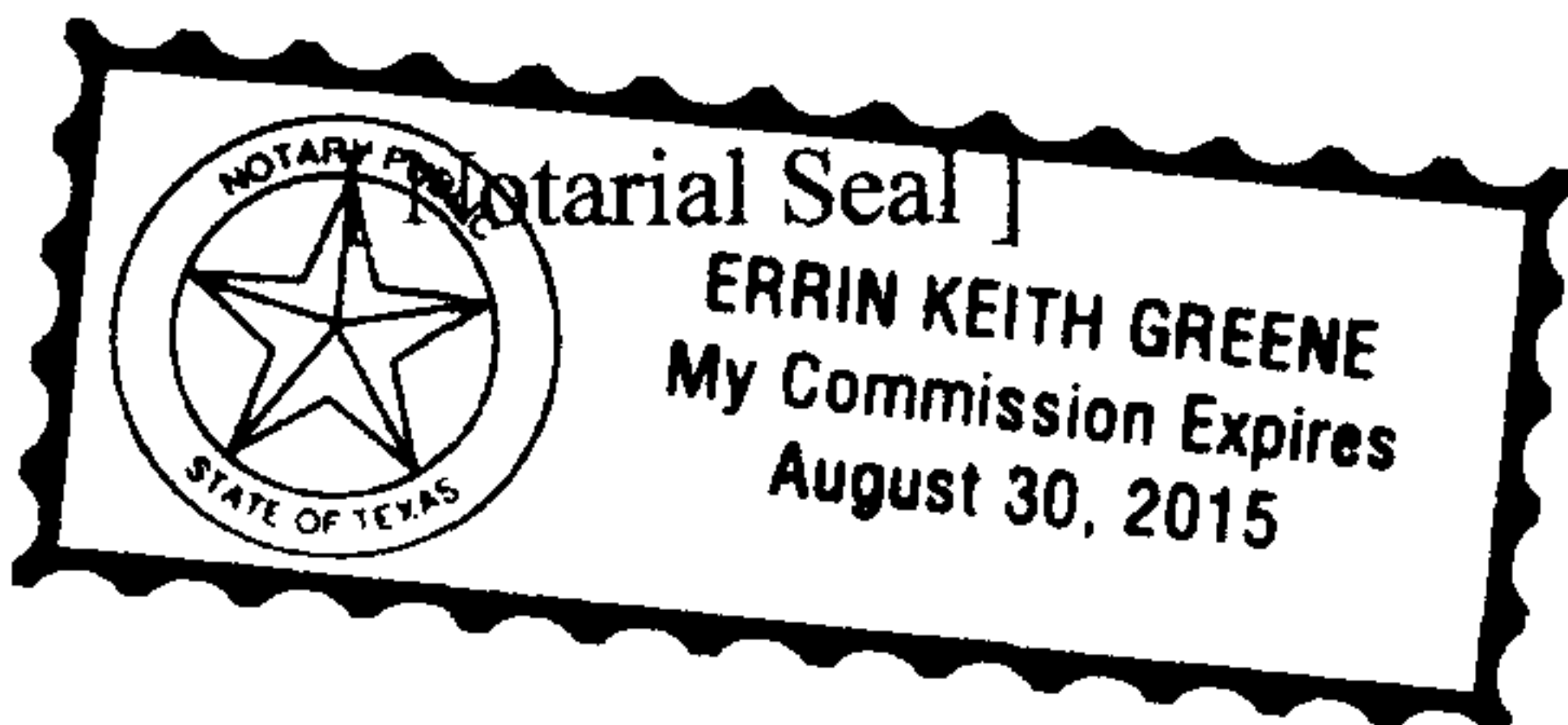
I, Errin K. Greene, a notary public in and for said county in said state, hereby certify that J.T. McPherson, whose name as manager of **MAC I, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, 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 2nd day of November, 2012.



Notary Public

My Commission Expires: Aug 30 2015



IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed effective as of the day and year first set forth above, although actually executed by each party on the date set forth below its respective signature.

LENDER:

COMPASS BANK,
an Alabama banking corporation

By: Laura Clarke
Its: Vice President

STATE OF ALABAMA
COUNTY OF Jefferson

I, Mary Jo Ann Ferguson a notary public in and for said county in said state, hereby certify that Laura Clarke whose name as Vice President of **COMPASS 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 such 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 5th day of November 2012.

Mary Jo Ann Ferguson
Notary Public

[Notarial Seal]

My Commission Expires: Nov. 10, 2014



20121116000440690 3/4 \$22.00
Shelby Cnty Judge of Probate: AL
11/16/2012 02:55:48 PM FILED/CERT

EXHIBIT A
Legal Description of Shelby County Property

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78 degrees 39 minutes 13 seconds East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60 degrees 38 minutes 07 seconds East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesterly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21 degrees 09 minutes 07 seconds East along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64 degrees 43 minutes 19 seconds West for a distance of 298.82 feet; thence run South 21 degrees 09 minutes 07 seconds West for a distance of 216.54 feet; thence run South 59 degrees 47 minutes 53 seconds East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80 degrees 42 minutes 35 seconds East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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