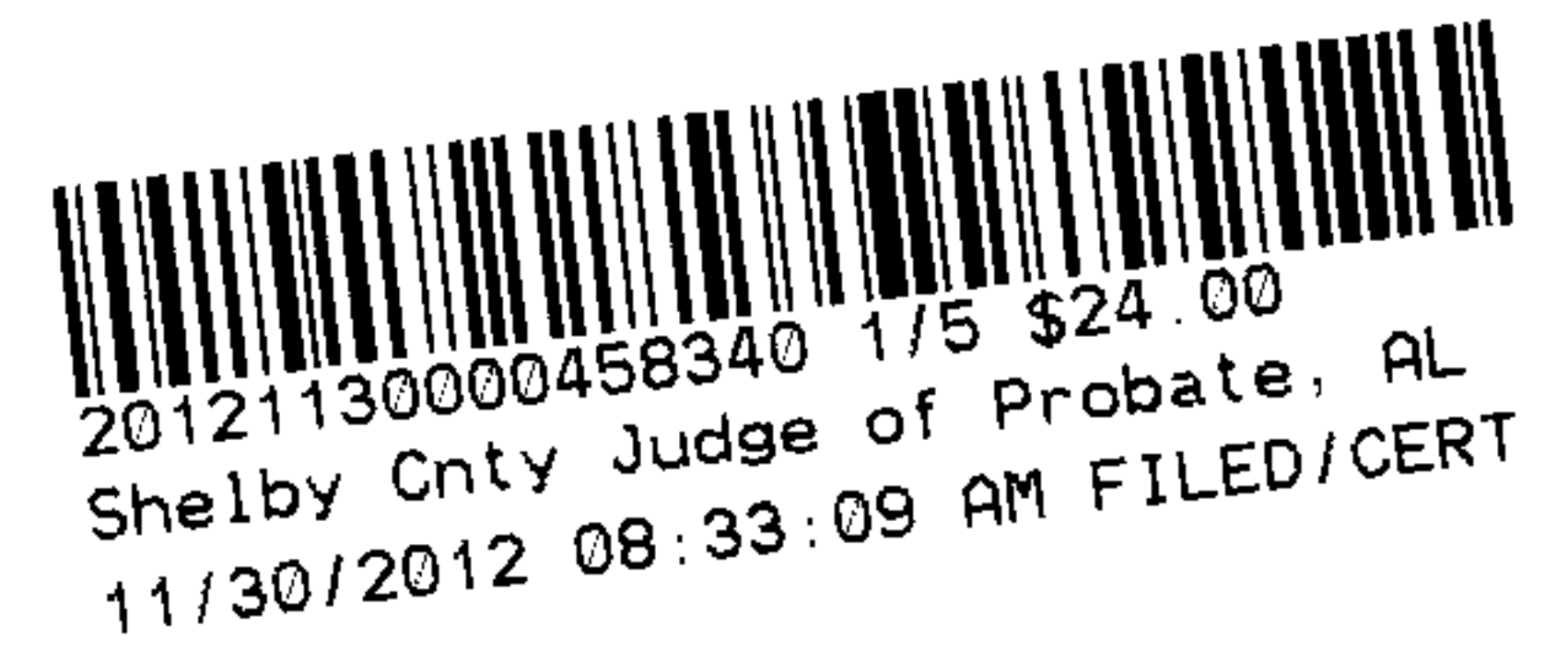


**THIS INSTRUMENT PREPARED BY:**

**James E. Vann  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
(205) 930-5484**



**Note to Probate Court: This Amendment is being filed to clarify the legal description in the Mortgage and Security Agreement recorded at Instrument No. 20120619000216630 and in the Assignment of Rents and Leases recorded in Instrument No. 20120619000216640. There is no increase in the amount of the indebtedness secured by the Mortgage or extension of the maturity date. Therefore, no mortgage tax is due.**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

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

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of November 27, 2012 by and between Laco Woodworks, Inc., an Alabama corporation, Cole Properties, LLC, an Alabama limited liability company (collectively, "Borrower"), and ServisFirst Bank, an Alabama banking corporation ("Lender").**

**WITNESSETH:**

Borrower has made and delivered to Lender (i) that certain Mortgage and Security Agreement (as may be extended, renewed, modified or amended from time to time the "Mortgage") dated June 15, 2012, recorded at Instrument No. 20120619000216630, with the Judge of Probate of Shelby County, Alabama and (ii) that certain Assignment of Rents and Leases (as may be extended, renewed, modified or amended from time to time the "Assignment") dated June 15, 2012, recorded in Instrument No. 20120619000216640 with the Judge of Probate of Shelby County, Alabama. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the Mortgage in order to clarify the legal description by adding a reference to a plat recorded subsequent to the recordation of the Mortgage and the Assignment.

**NOW, THEREFORE,** in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Amendment, the parties agree as follows:

1. **Amendment of Exhibit A.** Effective immediately upon execution hereof, Exhibit A to the Mortgage and the Assignment is hereby amended and restated as set forth in Exhibit A attached hereto and incorporated herein. Without limiting the generality of the foregoing, the property described in Exhibit A attached hereto shall be part of the Mortgaged Property as defined in the Mortgage. All of the other Loan Documents are hereby amended mutatis mutandis to be consistent with the foregoing. Borrower authorizes Lender to record amendments to any and all applicable UCC Financing Statements to change Exhibit A to be consistent with Exhibit A attached hereto.

2. **Continued Effectiveness of Documents.** In all other respects the Mortgage and Assignment shall remain unchanged and in full force and effect, and Borrower affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or Assignment or other documents executed in connection therewith.

3. **Document Taxes and Other Charges.** In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

**-Remainder of page intentionally left blank-**



20121130000458340 2/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
11/30/2012 08:33:09 AM FILED/CERT



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date appearing as of the first page of this Amendment.

**BORROWER:**

**Laco Woodworks, Inc.**

By: Robert W. Cole

Name: **Robert W. Cole**

Title: **President**

**Cole Properties, LLC**

By: Robert W. Cole

Name: **Robert W. Cole**

Title: **Manager**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert W. Cole** whose name as the president of **Laco Woodworks, 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 the 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 this 27<sup>th</sup> day of November 2012.

Jane D. Livingston  
Notary Public  
My Commission Expires: 11/05/2014

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert W. Cole** whose name as the manager of **Cole Properties, 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 the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 27<sup>th</sup> day of November 2012.

Jane D. Livingston  
Notary Public  
My Commission Expires: 10/05/2014

**SERVISFIRST BANK**

By: [Signature]  
Name: Stephen Davis  
Title: SVP

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen Davis as the SVP 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 the 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 this 8 day of November, 2012.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 16, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20121130000458340 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
11/30/2012 08:33:09 AM FILED/CERT




## EXHIBIT A

Lot 2A of the Laco Woodworks Subdivision as shown on the plat recorded at Map Book 43, Page 25 in the Office of the Judge of Probate of Shelby County, Alabama, being a re-plat of Lot 2, according to the survey of Airpark Industrial Complex, as recorded in Map Book 13, Page 136 and Map Book 19, Page 116 in said Probate Office.

The above-referenced lot being more particularly described by metes and bounds as follows:

Beginning at a found 2" open top pipe corner representing the southwest corner of the southeast quarter of the southeast quarter of Section 18, Township 21 South, Range 2 west, Alabaster, Shelby County, Alabama and run thence North 01 degree 07 minutes 09 seconds West along the west line of said quarter-quarter a distance of 200.00' to a found steel rebar corner; Thence run North 88 degrees 52 minutes 51 seconds East a distance of 310.25' to a found steel rebar corner on the westerly margin of Commercial Court, a fifty foot wide public street; Thence run South 01 degree 07 minutes 09 seconds East along the west margin of said street a distance of 47.63' to the P.C. of a curve to the left having a central angle of 88 degrees 04 minutes 12 seconds and a radius of 180.00'; Thence run along the arc of said curve an arc distance of 250.24' to the P.T. of said curve; Thence run South 89 degrees 11 minutes 30 seconds East along the said margin of said street a distance of 36.06' to the P.C. of a curve to the right having a central angle of 20 degrees 49 minutes 36 seconds and a radius of 125.00' feet; Thence run along the arc of said curve an arc distance of 45.19' to a steel rebar corner; Thence run South 13 degrees 06 minutes 14 seconds East a distance of 494.05' to a steel rebar corner; Thence run South 89 degrees 13 minutes 12 seconds East a distance of 137.44' to a steel rebar corner on the westerly margin of Shelby County Highway No. # 87; Thence run South 14 degrees 27 minutes 11 seconds East along the said west margin of said Highway No. # 87 a distance of 302.89' to a steel corner; Thence run South 82 degrees 34 minutes 13 seconds West a distance of 50.38' to a steel corner; Thence run South 14 degrees 27 minutes 11 seconds East a distance of 50.38' to a steel corner on the northerly margin of Airpark Industrial Road; Thence run South 82 degrees 34 minutes 13 seconds West along said margin of said Road a distance of 292.00' to a steel corner; Thence run North 14 degrees 27 minutes 11 seconds West a distance of 403.90' to a steel corner; Thence run North 16 degrees 53 minutes 46 seconds West a distance of 203.63' to a steel corner; Thence run North 29 degrees 39 minutes 48 seconds West a distance of 353.99' to a steel corner on the south line of Section 18, Township 21 South, Range 2 West; Thence run North 89 degrees 11 minutes 26 seconds West along said Section line a distance of 227.95' to the point of beginning.

  
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Shelby Cnty Judge of Probate, AL  
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