


THIS INSTRUMENT PREPARED BY:

**James E. Vann
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20130103000004490 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
01/03/2013 03:39:47 PM FILED/CERT

Note to Probate Court: A total of \$17,528.00 in mortgage recording tax has been paid on the maximum principal amount of \$11,640,000,000 in connection with the recording of the mortgage at Instrument No. 20111207000368240 in the Office of the Judge of Probate of Shelby County, Alabama. The principal indebtedness secured by the Mortgage is not being increased or extended by this Amendment; therefore, no additional mortgage tax is due.

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into as of December 20, 2012 by and between **Weatherly Commercial Center, LLC**, an Alabama limited liability company ("Borrower" or "Mortgagor"), and **ServisFirst Bank**, an Alabama banking corporation ("Lender").

WITNESSETH:

WHEREAS, on November 30, 2011, Borrower executed and delivered to Lender a Promissory Note in the maximum amount of \$11,640,000.00 (as may be amended, modified, consolidated, or extended from time to time (the "Note")); and

WHEREAS, as security for the Note, the Borrower executed in favor of the Lender that certain Mortgage and Security Agreement dated November 30, 2011 (as may be amended, modified, consolidated, or extended from time to time (the "Mortgage") which is recorded as Instrument No. 20111207000368240 with the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower and Lender are parties to that certain Loan Agreement dated November 30, 2011 (as may be amended from time to time, the "Loan Agreement") and various other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, the Note and the Loan Agreement evidence a non-revolving line of credit, and Borrower has requested that the Lender agree to amend the Note and the Loan Agreement to create and evidence a revolving line of credit;

WHEREAS, Borrower and Lender have agreed to amend the Note, the Loan Agreement and the other Loan Documents pursuant to that certain First Amendment to Promissory Note, Loan Agreement and Other Loan Documents and in connection therewith, Borrower has agreed to amend the Mortgage.

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. **Amendments to Mortgage.** Effective as of the date stated above, a new paragraph (e) is added to Section 1.3 of the Mortgage to provide as follows:

(e) This Mortgage specifically secures a revolving line of credit in the maximum principal amount of \$11,640,000.00 under which the Borrower may borrow and repay, and re-borrow and repay amounts from the Lender from time to time, and all renewals, extensions, amendments, modifications, consolidations, and refinancings thereof. At times there may be no outstanding indebtedness under the line. However, this Mortgage is effective notwithstanding the lack of any advance and shall not be deemed satisfied nor shall title to the real estate be divested or released from the Mortgagee by the payment in full of all the indebtedness at any one time outstanding. The term of the revolving line of credit and the maturity date of all documents executed in connection with the revolving line of credit may be renewed or extended from time to time by Lender in its sole and exclusive discretion. This Mortgage shall continue in effect until all of the indebtedness secured hereby shall have been paid in full and an appropriate, properly executed written instrument in satisfaction of this Mortgage shall have been duly recorded in the Probate Office in which this Mortgage is originally recorded.

2. **Continued Effectiveness of Documents.** In all other respects the Mortgage 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 other documents executed in connection therewith.

-Remainder of page intentionally left blank-

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

BORROWER:

Weatherly Commercial Center, LLC


By: James A. Thompson
Name: James A. Thompson
Title: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Thompson whose name as the manager of **Weatherly Commercial Center, 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 19th day of December, 2012.

Holly P. DeArman
Notary Public
My Commission Expires: 10.17.13


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SERVISFIRST BANK


By: [Signature]
Name: Ron Morrison
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 Ron Morrison 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 19 day of December, 2012.

Cameron Bishop
Notary Public
My Commission Expires: 3/16/14


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