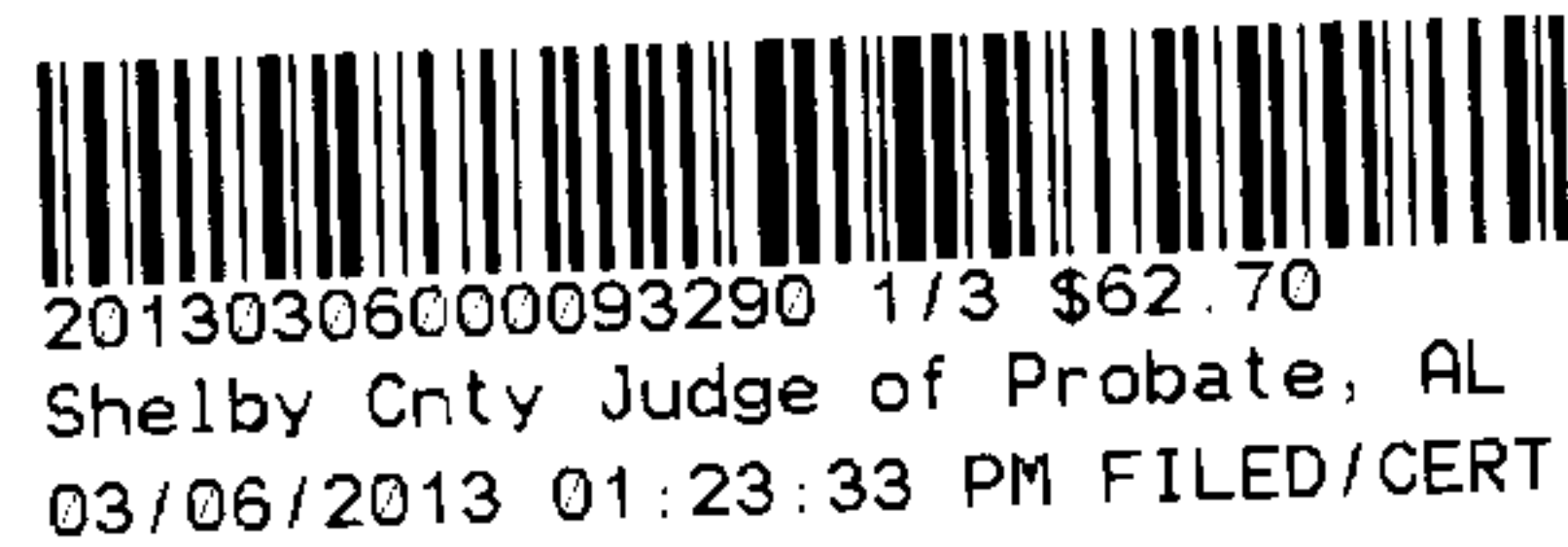


This instrument prepared by:  
B. Christopher Battles  
3150 Highway 52 W.  
Pelham, AL 35124



## **AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of February 14, 2013.

**DONOVAN BUILDERS, LLC**, an Alabama Limited Liability Company ("Borrower") has made and delivered to **SERVISFIRST BANK**, an Alabama banking corporation ("Lender"), a Mortgage and Security Agreement as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Mortgage") dated August 2, 2012, as recorded in Instrument No. 20120808000290870, in the Probate Office of Shelby County, Alabama, in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Note") evidencing a loan in the principal amount of Four hundred eighty eight thousand seven hundred fifty and no/100 (\$488,750.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of the Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

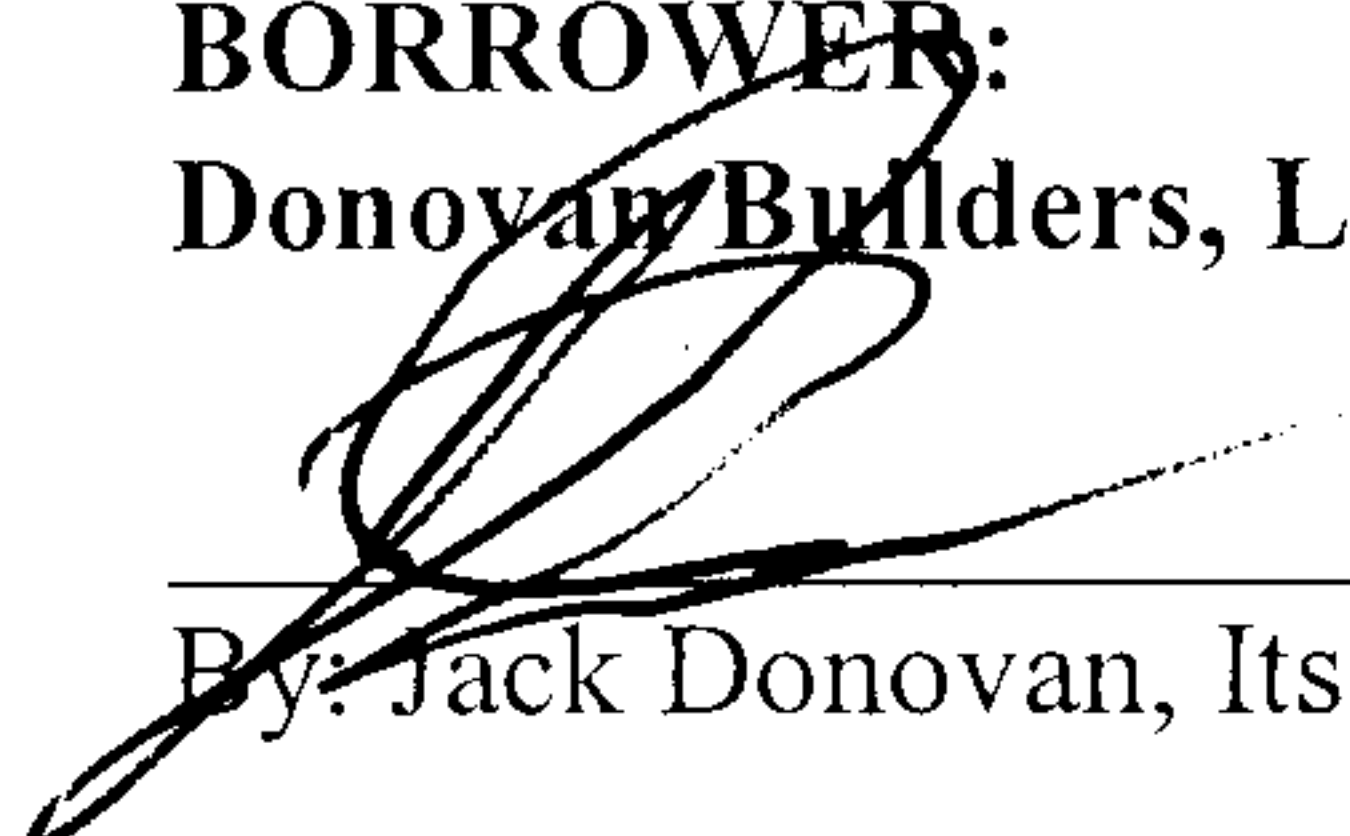
Borrower and Lender mutually desire to amend the above described mortgage in order to increase the loan amount.

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

1. **Amendments to Mortgage:** The mortgage is hereby amended to increase the loan amount to Five hundred eighteen thousand five hundred and no/100 (\$518,500.00).
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.
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. Borrower also agrees to pay any title insurance premium or charges to amend the mortgage.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

**BORROWER:**  
**Donovan Builders, LLC**

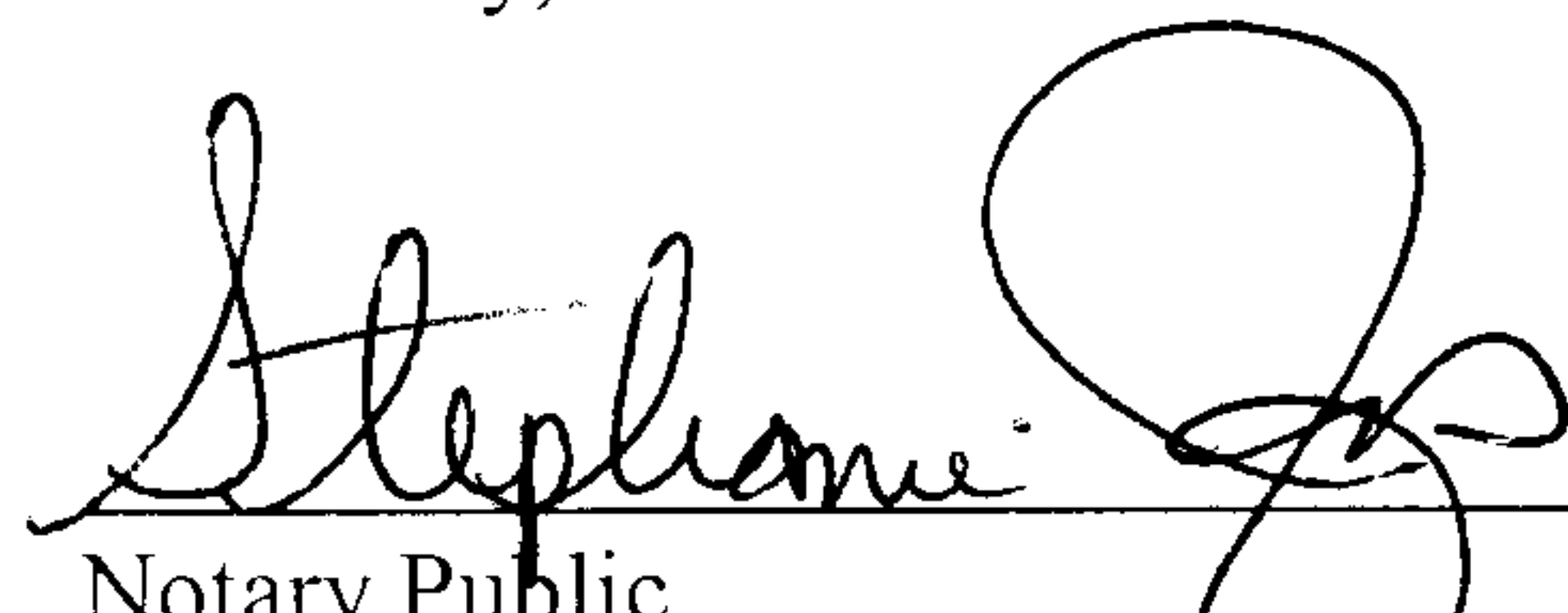
  
By: Jack Donovan, Its: Member


**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack Donovan, whose name as Member of Donovan Builders, LLC, a 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 this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of February, 2013.

**STEPHANIE JONES**  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
**February 28, 2013**

  
Notary Public  
My Commission Expires: 02-26-13

  
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Shelby Cnty Judge of Probate, AL  
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The undersigned hereby consents to the Amendment.

LENDER:

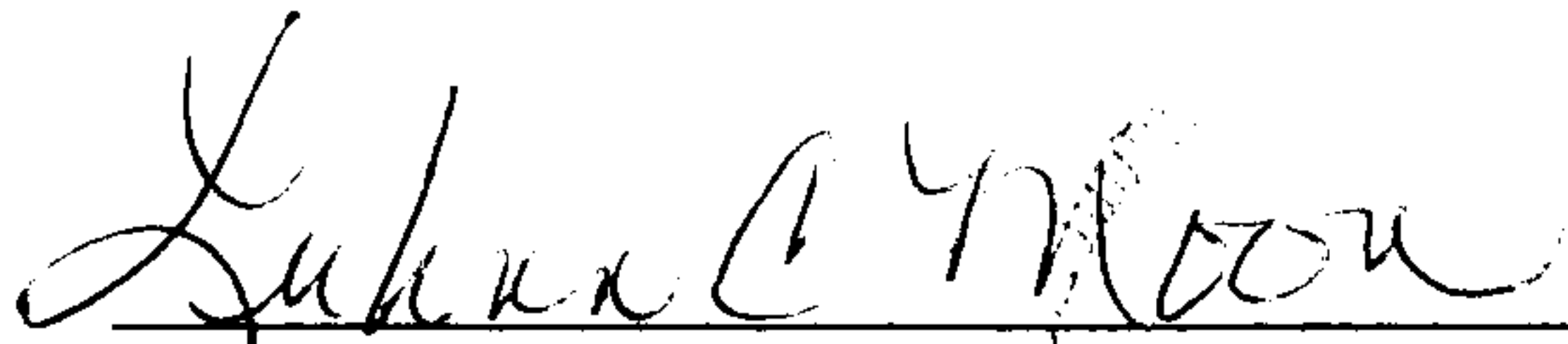
Servisfirst Bank

By: Clark Zinsmeister, Its: Vice President


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Zinsmeister, whose name as Vice President of Servisfirst Bank, 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 this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said Servisfirst Bank.

Given under my hand and official seal this 21st day of February, 2013.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 19, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
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Shelby Cnty Judge of Probate, AL  
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