

STATE OF ALABAMA)
COUNTY OF SHELBY)



20050513000230590 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
05/13/2005 08:30:31AM FILED/CERT

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("this Amendment") dated as of April 28, 2005 (the "Effective Date") is entered into by **Donald R. Pate, Jr.** (the "Borrower"), and **Chevy Chase Bank, F.S.B.**, a federally chartered savings bank (the "Lender").

Recitals

A. The Borrower has heretofore executed in favor of the Lender a certain Mortgage dated August 26, 2004, as recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") as Instrument # 20040921000518580 (the "Mortgage"), which Mortgage encumbers certain real property more particularly described in said Mortgage (the "Real Property").

B. The Mortgage secures a certain loan in the principal amount of \$1,210,500 (the "Existing Loan"), which Existing Loan is evidenced by that certain Adjustable Rate Note dated August 26, 2004 executed by the Borrower in favor of the Lender in said principal amount (the "Existing Note").

C. The Borrower has now requested that the Lender amend the Mortgage to reflect a revised legal description that excludes a certain portion of the Real Property being sold to a third party and includes certain adjacent Real Property that was recently acquired by the Borrower.

D. The Lender is willing to amend the Mortgage upon the condition that the Borrower execute this Amendment.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

2. From and after the Effective Date, the Mortgage shall be, and is hereby, amended by replacing the legal description attached referred to as Exhibit A of the Mortgage with the following legal description:


See Exhibit B attached hereto and made a part hereof

Handwritten mark

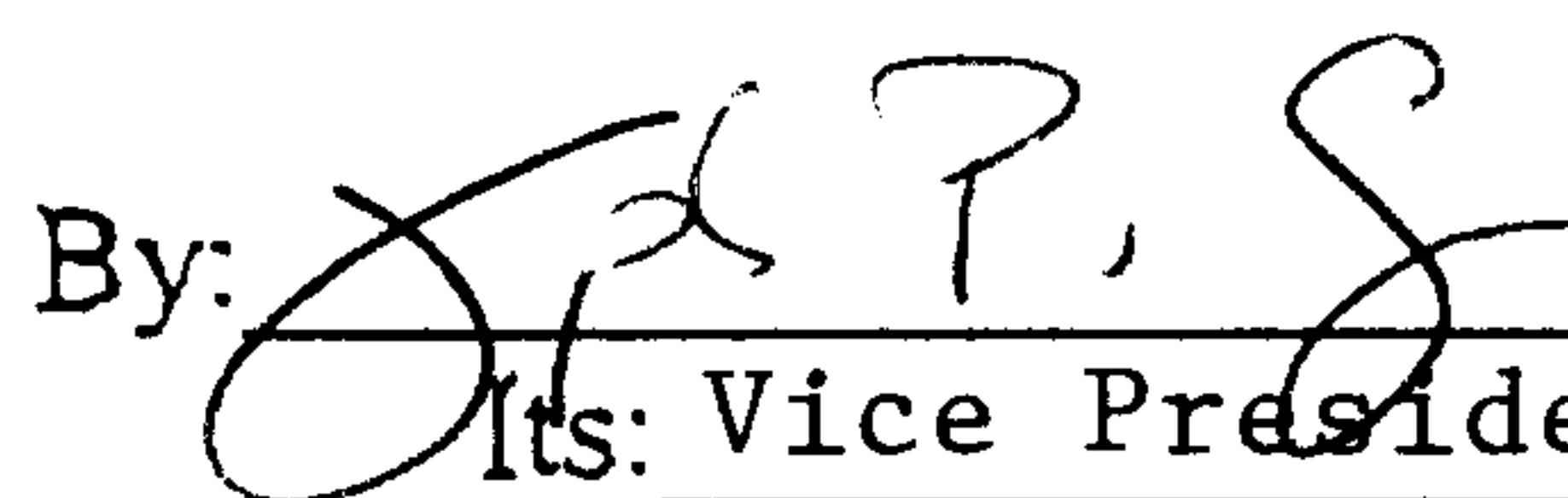
3. In order to induce the Lender to enter into this Amendment, the Borrower hereby represents and warrants that all the representations and warranties set forth in the Mortgage and each of the Security Documents are true and correct as of the date of this Amendment and as of the date of execution hereof; and no event of default under the Mortgage has occurred and is continuing.

4. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed as of the Effective Date first set forth above.


Donald R. Pate, Jr.
By: Chris Preston, Attorney-in-Fact

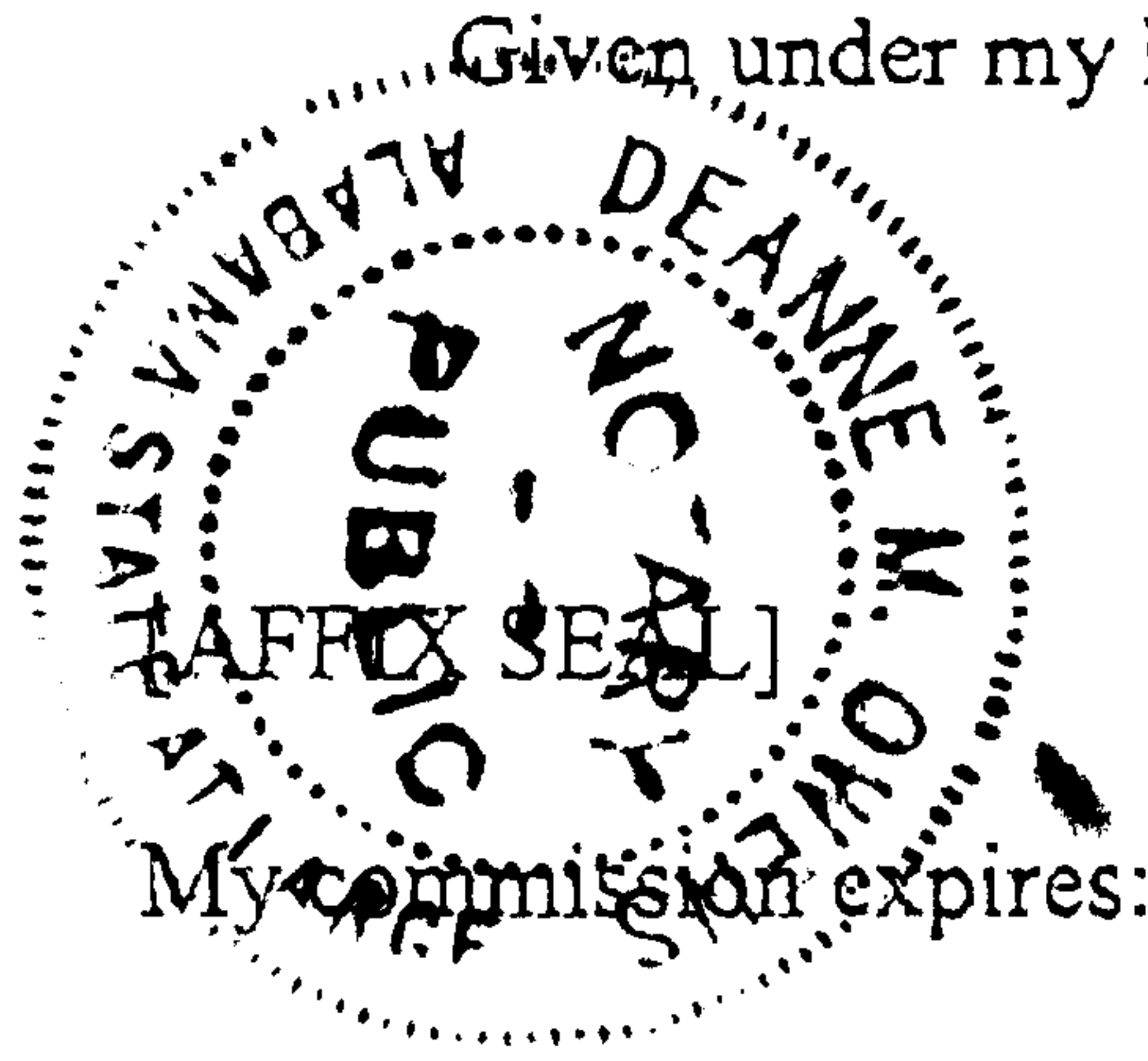
CHEVY CHASE BANK, F.S.B.

By: 
Its: Vice President

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Donald R. Pate, Jr., represented by Chris Preston, who presented the attached Limited Power of Attorney dated April 12, 2005, whose name is signed to the foregoing First Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as Attorney-in-Fact and that said Limited Power of Attorney is still in full force and effect.

Given under my hand and official seal this the 3rd day of ^{May}~~April~~, 2005.



Deanne M. Owen
Notary Public

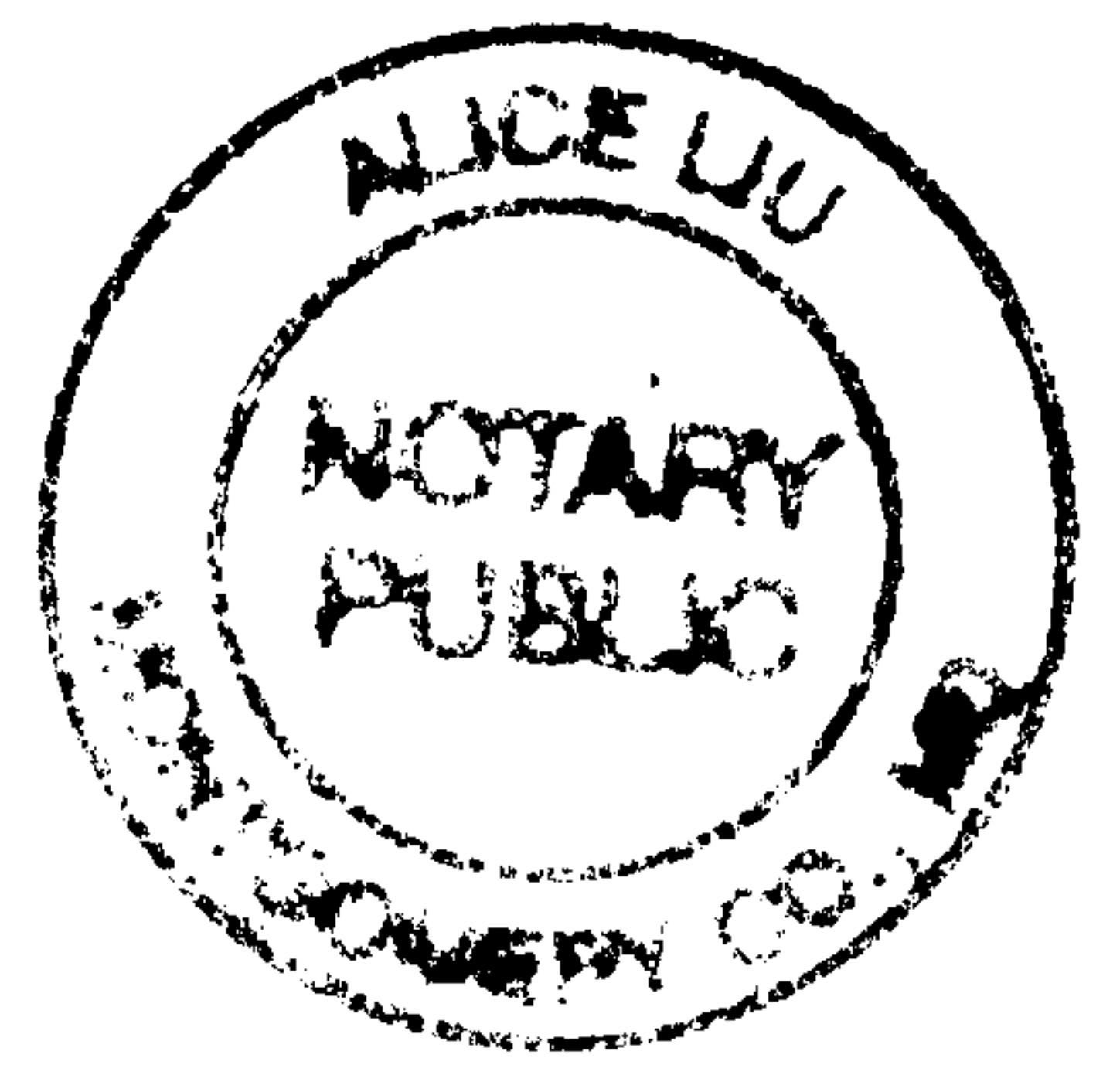
My commission expires: My Commission Expires: 7/9/2006

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph P. Eger, whose name as Vice President of Chevy Chase Bank, F.S.B, a federally chartered savings 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said federally chartered savings bank.

Given under my hand and official seal, this 28th day of April, 2005.

Alice Liu
Notary Public




[AFFIX SEAL]

My Commission Expires: _____

ALICE LIU
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires January 1, 2007

This instrument was prepared
without the benefit of title work by:


Stephen W. Stallcup, Esq.
MAYNARD, COOPER & GALE, P.C.
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Birmingham, Alabama 35203-2618
(205) 254-1000



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EXHIBIT A

(Description of Property)


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Commence at the southeast corner of the northwest quarter of the northwest quarter of Section 4, Township 20 south, Range 1 east, Shelby County, Alabama and run thence North 87° 51' 31" West along the south line of said quarter-quarter a distance of 880.29' to a corner on the easterly margin of Shelby County Highway No. 55; Thence run North 06° 11' 43" East along said margin of said highway a distance of 339.83' to a point; Thence run North 11° 17' 00" East along said margin of said highway a distance of 192.71' to a point; Thence run North 19° 15' 03" East along said margin of said highway a distance of 177.42' to a point; Thence run North 22° 42' 26" East along said margin of said highway a distance of 225.83' to a rebar corner and the point of beginning of the property, Parcel - 2, being described; Thence run South 60° 17' 12" East a distance of 1,381.22' to a rebar corner; Thence run North 58° 24' 56" East a distance of 560.55' to a rebar corner; Thence run North 35° 40' 29" East a distance of 137.63' to a rebar corner; Thence run North 09° 25' 03" West a distance of 445.93' to a rebar corner; Thence run North 60° 01' 05" West a distance of 251.68' to a rebar corner; Thence run South 72° 57' 45" West a distance of 216.49' to a rebar corner; Thence run North 67° 46' 58" West a distance of 120.90' to a rebar corner; Thence run North 65° 38' 44" West a distance of 378.34' to a rebar corner; Thence run North 56° 08' 49" West a distance of 165.01' to a rebar corner; Thence run North 33° 23' 09" West a distance of 137.33' to a rebar corner; Thence run North 32° 44' 41" West a distance of 304.17' to a rebar corner on the easterly margin of Shelby County Highway No. 55; Thence run South 30° 43' 06" West along said margin a distance of 378.53' to a point; Thence run South 26° 07' 16" West along said margin of said highway a distance of 225.52' to a point; Thence run South 20° 19' 13" West along said margin of said highway a distance of 383.14' to the point of beginning, containing 31.70 acres, more or less. Property is subject to any and all agreements, restrictions, rights of way, easements, omissions and / or limitations of probated record and / or applicable law.

Exhibit B

(Description of Property)



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PARCEL - 2

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 33, Township 19 south, Range 1 east, Shelby County, Alabama and run thence N 87° 20' 48" W along the north line of said quarter-quarter a distance of 1,195.86' to a found rebar corner on the southeast margin of Shelby County Highway No. 55; Thence run S 25° 51' 11" W along said margin of said highway 267.52' to a point; Thence run S 28° 27' 23" W 180.97' to a point; Thence run S 28° 24' 26" W 291.78' to a point; Thence run S 28° 22' 31" W 66.27' to a set rebar corner; Thence run S 40° 16' 12" E 614.17' to a set rebar corner; Thence run S 71° 43' 28" E 634.95' to a set rebar corner; Thence run S 44° 47' 36" E 284.40' to a set rebar corner; Thence run S 30° 29' 59" E 141.74' to a set rebar corner; Thence run S 12° 48' 47" E 287.37' to a set rebar corner; Thence run S 31° 01' 51" W 193.09' to a set rebar corner; Thence run S 61° 57' 20" W 590.25' to a set rebar corner; Thence run N 54° 07' 07" W a distance of 814.65' to a set rebar corner; Thence run N 58° 12' 06" W 587.71' to a set rebar on the southeasterly margin of Shelby County Highway No. 55; Thence run N 20° 19' 13" E along said margin of said highway 283.14' to a point; Thence run N 26° 07' 16" E along said margin 225.52' to a point; Thence run N 30° 43' 06" E along said margin of highway 55 a distance of 378.53' to a point; Thence run N 29° 22' 31" E along said margin 147.87' to the point of beginning, containing 35.47 acres.