

20060926000477130 1/2 \$59.00 Shelby Cnty Judge of Probate, AL 09/26/2006 10:04:100M FILED/CERT

09/26/2006 10:04:10AM FILED/CERT AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT Mortgage and Security Agreement (as recorded): Mortgagor (last name first): HAASE, DAVID G SHELBY COUNTY County of Record 20060214000073810 Volume Page 2845 THORNHILL ROAD APT 1218 2-14-2006 Mailing Address Date of Record Birmingham AL 3-5213 SouthPoint Bank City State Zip Instrument Prepared STATE OF ALABAMA COUNTY OF Shelby KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of ("Mortgagee") to secure indebtedness owed by Mortgagor or SouthPoint Bank another to Mortgagee; and WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect. NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]: Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below: Principal Sum of Indebtedness, as Recorded: \$ 320,000.00 Α. Increase in Principal Sum of Indebtedness: \$ 30,000.00 B. Principal Sum of Indebtedness, as Amended \$ 350,000.00 The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured. Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement: TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever. Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof: Other: IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 14th day of September 2006 DAVID G HAASE Date Date Date Date Date

Date

CERTIFICATE

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State of Alak County of Je						Shelby Cnty Judge of Probate, AL 09/26/2006 10:04:10AM FILED/CERT	
indebtedness owner agree advances is	s presently incomes that no adpend into the a	urred is \$320,35 ditional or subseappropriate Judge	0.00 equent advances e of Probate offic	will be made	under to the second sec	Mortgage hereby certifies that the amount of upon which the mortgage tax is paid herewith, and this Mortgage unless the Mortgage tax on such eptember hereafter or a document evidencing such pplicable thereto paid.	
Mortgagor: <u>E</u>	DAVID G HAAS	E		M	ortgagee:	SouthPoint Bank	
Date, Time and Volume and Page of recording as shown hereon.					Li hut		
	runing as snow	/II Hereon.			7) 8	Mul	
				,	G. E. Gia		
· ", ",				<u>Exe</u> Titl		ce President	
				AL ACKNOWLE	EDGMENI.		
STATE OF A				AL ACRIVOVILI			
I, CA	AROLYN D WA	TSON		, a Notary P	ublic in	and for said County, in said State, hereby certify	
that DAVID C	HAASE		v that being info	, whose nam	ne is sign	ed to the foregoing conveyance and who is known f the conveyance,	
DAVID G HA						day the same bears date.	
Give	en under my h	and and official s	eal, this 14TH	day	of SEPTE		
					201	alyn D. Watern	
					-	CAROLYN D WATSON on expires: 11-10-2009	
			INDIVIDUA	AL ACKNOWLE	EDGMEN		
STATE OF A COUNTY OF							
executed the	same volunta	-	being informed one same bears da	se name is sig	ned to the of the c	in and for said County, in said State, hereby certify ne foregoing conveyance and who is known to me, onveyance,,	
					ry Public Commissi	on expires:	
STATE OF A COUNTY OF		C	ORPORATE OR C	THER ACKNO	WLEDGN	/ENT	
1				. a Not	arv Public	c in and for said County, in said State, hereby certify	
that			, W	hose name as	•		
of who is kno	wn to me,	acknowledged	before me on	this day that	, being	, is signed to the foregoing conveyance, and informed of the contents of said conveyance	
	ion on the de	the annual hear		and with full a	authority,	executed the same voluntarily for and as the act of	
•		and and official s		day	of	•	
				Notai	y Public		
					•	on expires:	
This Instrumer	nt Prepared By:						
SouthPoint Ba			······································				
Birmingham,	de Pkwy Suite	140					
	, Executive Vic	e President					
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