

**THIS INSTRUMENT PREPARED BY:**

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(205) 879-5059

**STATE OF ALABAMA )  
JEFFERSON COUNTY )**

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

THIS AGREEMENT, made and entered into the 4<sup>th</sup> day of November, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **VALLEYDALE GROUP, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower").

**RECITALS:**

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Six Hundred Twenty Nine Thousand and No/100 Dollars (\$629,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$629,000.00 dated December 22, 1998, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated December 22, 1998, recorded at Inst. # 1998-51936 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$75,000.00, and the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$75,000.00.

The parties are desirous of amending said Mortgage to secure the additional Promissory Note.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Seventy Five Thousand and No/100 Dollars (\$75,000.00). Any reference to indebtedness or Loan shall mean the sum of Seven Hundred Four Thousand and No/100 Dollars (\$704,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.


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09:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NMS 126.00

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.


**LENDER:**

**FIRST COMMERCIAL BANK, a State Bank**

By:  [SEAL]  
Paul M. Schabacker  
Its Vice President

**BORROWER:**

**VALLEYDALE GROUP, L.L.C., an Alabama  
Limited Liability Company**

By:  [SEAL]  
Sory W. Shannon, Jr.  
Its Managing Member

By:  [SEAL]  
Lillian Ann Rorie Shannon  
Its Managing Member

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that Paul M. Schabacker, whose name as Vice President of **FIRST COMMERCIAL BANK**, a State 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 4<sup>th</sup> day of November, 1999.

  
NOTARY PUBLIC - Claude M. Moncus  
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned notary public, in and for said County and State, hereby certify that Sory W. Shannon, Jr. and Lillian Ann Rorie Shannon, whose names as Managing Members of **VALLEYDALE GROUP, L.L.C.**, an Alabama Limited Liability Company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such managing members and with full authority, executed the same voluntarily as the act of said limited liability company.

Given under my hand and seal this 4<sup>th</sup> day of November, 1999.

  
NOTARY PUBLIC - Claude M. Moncus  
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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