

STATE OF ALABAMA  
SHELBY COUNTY

Loan #3293743

**AMENDMENT TO MORTGAGE**

**THIS AMENDMENT TO MORTGAGE** is executed as of the 30<sup>th</sup> day of October, 2001, by and between Marengo Building & Development, Inc. (the "Mortgagor) and National Bank of Commerce of Birmingham, a national Banking association (the "Mortgagee").

**Recitals**

- A. The mortgagor executed in favor of the Mortgagee that certain Mortgage, dated October 15, 1998, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument #1998-40828 (the "Mortgage"), as security for a loan made by the Mortgagee to the Mortgagor in the amount of \$180,000.00, which has an outstanding balance of \$180,000.00.
- B. The Mortgagee has requested the Mortgagor to give additional collateral to secure debt and the Mortgagor has agreed to the Mortgagee's request.

**Agreement**

**NOW, THEREFORE,** in consideration of the Recitals, the Mortgagor and the Mortgagee hereby amend the Mortgage as follows:

- 1. Exhibit "A" of the Mortgage to include:

A parcel of land in the South 1/2 of the SW 1/4 of Section 14, and the NW 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: Begin at the NW corner of Section 23, Township 22 South, Range 2 West; thence North 00 deg. 01 min. 07 sec. West 624.41 feet to a point South of Highway 25; thence North 85 deg. 51 min. 52 sec. East 1294.27 feet; thence North 78 deg. 14 min. 49 sec. East 386.34 feet; thence South 34 deg. 01 min. 27 sec. West 1146.16 feet; thence South 64 deg. 02 min. 58 sec. West 796.73 feet to the Northeast corner of Shady Hills Subdivision as recorded in Map Book 16 page 83; thence South 89 deg. 54 min. 36 sec. West 309.98 feet along the North line of said Shady Hills Subdivision to the Northwest corner of said Subdivision; thence North 00 deg. 08 min. 25 sec. West 502.63 feet to the point of beginning; being situated in Shelby County, Alabama.

**LESS AND EXCEPT THE FOLLOWING PARCEL:**

A parcel of land located in the South 1/2 of the SW 1/4 of Section 14, and the NW 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: Beginning at the NW corner of Section 23, Township 22

02/01/2002-05477 Inst # 2002-05477  
 08:50 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 003 CH 18.00

Cahaba Title, Inc.

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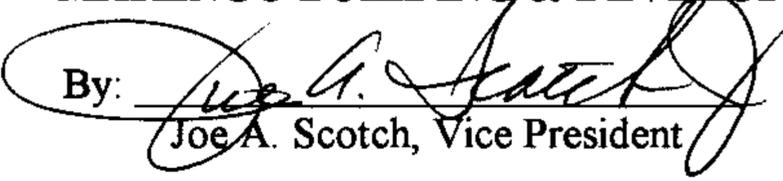
South, Range 2 West; thence N 00 deg. 02' 27" W, a distance of 624.41' to a point South of Highway #25; thence N 85 deg. 51' 52" E, a distance of 526.34'; thence S 00 deg. 02' 27" E, a distance 687.85'; thence S 53 deg. 50' 46" W, a distance of 649.26'; thence N 00 deg. 06' 48" W, a distance of 388.31' to the Point of Beginning. Containing 10.12 acres, more or less.

2. Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

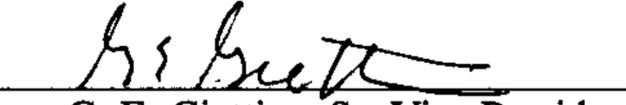
The Mortgagor acknowledges and agrees that there are no offsets or defenses to the obligations set forth in the Mortgage, as hereby amended, and represent that there are no Events of Default existing on the date hereof, nor are there any facts or consequences which will or could lead to an Event of Default under the Mortgage.

**IN WITNESS WHEREOF**, the Mortgagor and Mortgagee have caused this Amendment to be executed by their duly authorized respective representatives as of the date first set forth above.

**MARENGO BUILDING & DEVELOPMENT, INC.**

By:   
Joe A. Scotch, Vice President

**NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM**

By:   
G. E. Giattina, Sr. Vice President

**THIS AMENDMENT IS TO ADD ADDITIONAL COLLATERAL AS SECURITY.**

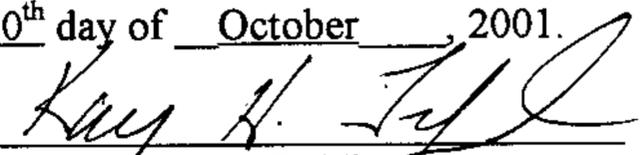
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**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, a notary Public in and for said county in said state, hereby certify that Joe A. Scotch, Jr., whose named as Vice President of Marengo Building & Development, Inc., a 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 said instrument, (he) (she) (they) as officer executed the same voluntarily on the date the same bears date for said corporation.

Given under my hand and official seal the 30<sup>th</sup> day of October, 2001.

AFFIX NOTARY SEAL

  
\_\_\_\_\_  
Notary Public

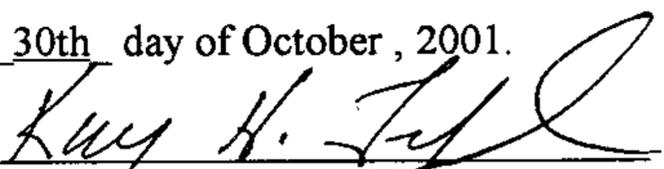
My commission expires: 11-6-04

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, a notary Public, in and for said state, hereby certify that G. E. Giattina whose name as Sr. Vice President of National Bank of Commerce of Birmingham, a national Banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 30th day of October, 2001.

AFFIX NOTARY SEAL

  
\_\_\_\_\_  
Notary Public

My commission expires: 11-6-04

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