

STATE OF ALABAMA)
Shelby COUNTY)

AMENDMENT TO MORTGAGE

This Amendment to Mortgage entered into this 4th day of April, 2003, on behalf of Concrete Walls Properties, LLC (the "Mortgagor") in favor of National Bank of Commerce of Birmingham (the "Bank").

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of County, Alabama, in Instrument 20030407000205940, the Mortgagor granted a mortgage to the Bank to secure indebtedness in the original principal amount of Three Hundred Fifty Three Thousand Three Hundred Eighty Seven and 02/100----- (\$353,387.02)(the "Mortgage").

The Mortgagor granted a mortgage to the Lender on real property described as:

See attached Exhibit "A"

B. The Borrower has requested the Bank to extend further credit to the Borrower, and the Bank has agreed to extend further credit to the Borrower on the condition, among others, that the Mortgagor execute and deliver this Amendment to Accommodation Mortgage.

AGREEMENT

Wherefore, premises considered, the parties hereby agree as follows:

1. WHEREAS, Concrete Walls Properties, LLC is or will be justly indebted to the Mortgagee in the amount of Three Hundred Fifty Seven Thousand Eight Hundred Eighty-Seven and 02/100-----(\$357,887.02) as evidenced by that certain promissory note dated April 4, 2003.

2. Except as herein modified, the Mortgage shall remain in full force and effect.

**THIS AMENDMENT TO THE MORTGAGE SECURED ADDITIONAL
INDEBTEDNESS OF \$4500.00.**

✓
Berkowitz, Lefkowitz Isom & Kushner
420 20th St. N. Ste 1600
B'ham AL 35203-5202

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

Concrete Walls Properties, LLC

X

BY:

C. Austin Johnson

X

BY:

Lynn M. Johnson

X

BY:

Bobby Durham

NATIONAL BANK OF
COMMERCE OF BIRMINGHAM

BY:

ITS:

V.P.

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that
Lynn M. Johnson whose name as member of, Concrete
Walls Properties, 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 said instrument, (he)(she)(they), as such officer, and with full authority, executed the
same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 4th day of April, 2003.

Mendith Cagle Shup
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that
Bobby Durham whose name as member of, Concrete
Walls Properties, 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 said instrument, (he)(she)(they), as such officer, and with full authority, executed the
same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 4th day of April, 2003.

Mendith Cagle Shup
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that C. Austin Johnson whose name as member of, Concrete Walls Properties, 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 said instrument, (he)(she)(they), as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 4th day of April, 2003.

Murdoch Cagle Shryer
Notary Public

AFFIX SEAL

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY)

Jimmons I, the undersigned authority, in and for said county in said state, hereby certify that ~~John~~ John whose name as 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/she 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 of office this 4th day of April, 2003.

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

Murdoch Cagle Shryer

EXHIBIT "A"

20030502000270890 Pg 5/5 29.75
Shelby Cnty Judge of Probate, AL
05/02/2003 11:02:00 FILED/CERTIFIED

A parcel of land located in the NE ¼ of the SW ¼ of Section 17, Township 19 South, Range 1 West, and more particularly described as follows: Commence at the Northwest corner of said ¼ ¼ section; run thence South along West line thereof a distance of 200.0 feet; thence turn an angle to the left of 90 degrees 00 minutes in an Easterly direction a distance of 506.75 feet to point of beginning; thence continue along said line a distance of 147.98 feet; thence an angle to the right of 131 degrees 59 minutes in a Southwesterly direction a distance of 489.0 feet to the centerline of a public road; thence turn an angle to the right of 126 degrees 00 minutes in a Northwesterly direction and along said road centerline a distance of 135.97 feet to the Southeasterly boundary of the property now owned by Lewis F. Jones and wife, as it is described in Deed Book 243, Page 38 in the Probate Office of Shelby County, Alabama; thence turn an angle to the right of 54 degrees 00 minutes in a Northeasterly direction and along said boundary of said Jones property a distance of 310.09 feet to the point of beginning; being situated in Shelby County, Alabama.

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached.

Commitment No. 78260
Schedule A-Paragraph 4 – Continued