

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

Ritter, Michael C.

6169 Eagle Point Circle

Mailing Address

Birmingham AL 35242
City State Zip

Mortgage and Security Agreement (as recorded):

Shelby

Mtg #2002-08931
Volume

02/22/2002

Date of Record

Frontier Bank, National Association Chelsea Branch
Instrument Prepared By

20030805000506140 Pg 1/3 170.00
Shelby Cnty Judge of Probate, AL
08/05/2003 08:51:00 FILED/CERTIFIED
Page

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 Frontier Bank, National Association Chelsea Branch ("Mortgagee") to secure indebtedness owed by Mortgagor or 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)]:

[X] 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:

- A. Principal Sum of Indebtedness, as Recorded: \$ 348,000.00
- B. Increase in Principal Sum of Indebtedness: \$ 102,000.00
- C. Principal Sum of Indebtedness, as Amended \$ 450,000.00

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 28 th day of July 2003

MORTGAGOR:

Michael C Ritter
(Individual) Ritter, Michael C.

(Individual) ,

(Corporate or Other)

By: O David Chunn Jr
O David Chunn Jr

State of Alabama
County of Shelby

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is \$450,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: Michael C. Ritter
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: Frontier Bank, National Association Chelsea Branch

O. David Chum
By:
Asst Vice President
Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, Amanda L. Coleman, a Notary Public in and for said County, in said State, hereby certify that Michael C. Ritter, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this 24 th day of July, 2003.

Amanda L. Coleman
Notary Public
My Commission expires: My Commission Expires
June 19, 2007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____, executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this _____ day of _____.

Notary Public
My Commission expires: _____

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____, of _____, a _____, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.
Given under my hand and official seal, this _____ day of _____.

Notary Public
My Commission expires: _____

This Instrument Prepared By:

Frontier Bank, National Association
Chelsea Branch
P.O. Box 414
Chelsea, AL 35043

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK PAGE

EXHIBIT A

20030805000506140 Pg 3/3 170.00
Shelby Cnty Judge of Probate,AL
08/05/2003 08:51:00 FILED/CERTIFIED

Property Address: 300 County Road 338; Chelsea, AL 35043

Legal Description:

A parcel of land located in the Southwest of the Southeast of Section 33, Township 19 South, Range West, Shelby County, Alabama, described as follows:

From a 1 inch pipe at the accepted Southwest corner of the Southwest of the Southeast of Section 33, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence North along the accepted West boundary of said Southwest of Southeast a distance of 778.87 feet to a 1 inch crimped pipe; thence turn 89 degrees 55 minutes 04 seconds right and run 589.98 feet to a 1 inch crimped pipe; thence turn 90 degrees 05 minutes 12 seconds right and run 490.56 feet to a 1/2 inch pipe on the Northwesterly boundary of Shelby County Highway NO. 338 (80 to right of way); thence turn 49 degrees 08 minutes 05 seconds right and run 441.11 feet along said highway boundary to a 1 inch crimped pipe on the accepted South boundary of aforementioned Southwest of Southeast ; thence turn 40 degrees 46 minutes 30 seconds right and run 256.52 feet to the point of beginning of herein described parcel of

Signed for identification.

Michael C. Ritter 07/28/2003
Michael C. Ritter Date

Date

Date

Date

Date

Date