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20040628000350870 Pg 1/4 42.95  
Shelby Cnty Judge of Probate, AL  
06/28/2004 10:42:00 FILED/CERTIFIED

STATE OF ALABAMA)  
Shelby COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 16th day of April 2004, on behalf of Insider Trading Co., LLC. (hereinafter called "Mortgagor") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender").

Recitals

A. By Real Estate Mortgage dated September 4, 2003, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument #20030905000594430 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

to secure indebtedness in the original principal amount of \$ 200,000.00 (the "Loan").

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

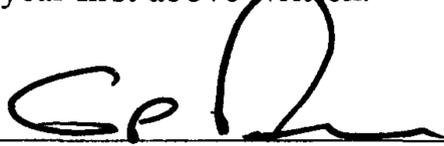
AGREEMENT

1. The second paragraph of the Mortgage is hereby modified in its entirety to read:

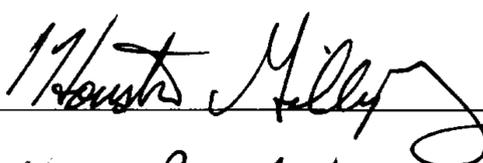
WHEREAS, ..... Insider Trading Co., LLC.. (the "Borrower") is justly indebted to the Mortgagee in the amount of Two Hundred Fifteen Thousand Two Hundred Twenty Two and 23/100 (\$215,222.23) as evidenced by that certain promissory note dated September 4, 2003, which bears interest as provided therein.

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

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

BY:   
William G. Plott, Managing Plott

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

BY:   
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$ 15,222.23**

County of Shelby )

I, the undersigned authority, in and for said county in said state, hereby certify that William G. Platt whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of April, 2004.

AFFIX NOTARIAL SEAL

[Signature]  
Notary Public

My commission expires: April 27, 2004

State of Alabama )  
County of Shelby )

I, the undersigned authority, in and for said county in said state, hereby certify that William G. Platt whose name as managing member 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,        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 16<sup>th</sup> day of April, 2004.

AFFIX NOTARIAL SEAL

[Signature]  
Notary Public

My commission expires: 12-11-2007

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: Dec 11, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

National Bank of Commerce of  
Birmingham  
P.O. Box 10686  
Birmingham, AL 35202

STATE OF ALABAMA ) INDIVIDUAL  
COUNTY )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name(s) \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, \_\_\_\_\_ executed the same voluntarily on the day and the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

STATE OF ALABAMA ) CORPORATION  
COUNTY Jefferson )

I, Shari Shrove, a Notary Public in and for said County, in said State, hereby certify that C. Houston Kelley whose name as Vice President of National Bank of Commerce 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 such conveyance, he, as such Vice President and with full authority, executed the same voluntarily for the act of said instrument.

Given under my hand and official seal this 16<sup>th</sup> day of April, 2004.

My commission expires \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 11, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS Shari Shrove  
NOTARY PUBLIC

EXHIBIT "A"

20030905000594430 Pg 6/6 326.00  
Shelby Cnty Judge of Probate, AL  
09/05/2003 10:54:00 FILED/CERTIFIED

Commence at the Southwest corner of Section 13, Township 20 South, Range 3 West Shelby County, Alabama; thence Eastwardly along the South line of Section 13, 969.65 feet to a point on the East right of way line of U. S. Highway No. 31; thence 102 degrees, 06 minutes, 33 seconds left and Northwesterly 127.98 feet to the point of beginning of the property being described; thence 0 degrees, 0 minutes, 32 seconds right and continue Northwesterly along the Highway right of way 99.59 feet to a point; thence 101 degrees, 57 minutes, 15 seconds right and Easterly 244.53 feet to a point; thence 90 degrees, 18 minutes, 08 seconds right and Southerly 98.61 feet to a point; thence 90 degrees, 0 minutes, 0 seconds right and Westerly 223.39 feet to the point of beginning.

Situated in Shelby County, Alabama.

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