

STATE OF ALABAMA)
SHELBY COUNTY)

20050608000278130 1/4 \$50.00
Shelby Cnty Judge of Probate, AL
06/08/2005 09:52:25AM FILED/CERT

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 6th day of May, 2005, on behalf of Cedar Lane, LLC. (Hereinafter called "Mortgagor") in favor of First American Bank (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20050106000007970 the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

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. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Cedar Lane, LLC. (hereinafter called the "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of One Hundred Fifteen Thousand and no/100 (\$115,000.00) (the "Credit Limit") under a certain straight line of credit established by the Lender for the Borrower pursuant to an agreement executed by the Borrower in favor of the Lender, dated December 16, 2004 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at O/E Mortgage any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Section 40-22-2(1) b, Code of Alabama

1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$ 115,000.00 which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

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

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

BY: Cedar Lane, LLC.
Kenneth R. Carter
ITS: Member

FIRST AMERICAN BANK
BY: C. Houston Gillespy
ITS: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 20,000.00.

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 Kenneth B. Carter whose name as member of Cedarlane LLC who is the Member of Cedarlane LLC and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, as such member, 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 10th day of May, 2005.

Shari M. Shrove
Notary Public

AFFIX SEAL

My commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Dec 11, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that C. Houston Gillespy 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, ___ 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 10th day of May, 2005.

Shari M. Shrove
Notary Public


AFFIX SEAL

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Dec 11, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Shari M. Shrove
First American Bank
1927 1st Avenue North
Birmingham, Alabama 35203

Exhibit "A"


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Commence at the Southwest corner of the northwest quarter of the northwest quarter of Section 24, Township 20 south, Range 3 West, Shelby County, Alabama and run thence North 00°07'18" West along the west line of said quarter quarter a distance of 547.63 feet to a point, thence run North 56°34'42" East a distance of 116.95 feet to a point, thence run North 37°38'38" West a distance of 79.96 feet to a set ½ inch rebar corner on the east margin of Lee Street in Pelham, Alabama and the point of beginning of the property being described, thence run North 60°29'42" East a distance of 91.10 feet to a set ½ inch rebar corner on the west line of an existing railroad right of way, thence run North 14°46'18" West along said west line of said railroad right of way a distance of 113.80 feet to an existing steel bolt set in concrete that serves as the corner, thence run South 56°38'22" West a distance of 117.96 feet to a corner in the asphalt surface of Lee Street, thence run South 38°46'03" East a distance of 106.87 feet on the point of beginning.

LESS AND EXCEPT an part of just described property that is within the right of way of Lee Street.