

20060222000086000 1/3 \$182.15  
Shelby Cnty Judge of Probate, AL  
02/22/2006 02:05:33PM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

AMENDMENT TO FUTURE ADVANCE MORTGAGE

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE entered into this 16<sup>th</sup> day of February, 2006, on behalf of The David Group, Inc. (hereinafter called the "Mortgagors) in favor of First American Bank, an Alabama banking corporation (the "Lender").

A. By Future Advance Mortgage dated October 25, 2005 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst. 20051101000565970 the mortgagor granted a mortgage to the Lender on real property described as:

Lot 52, according to the Survey of Courtyard Manor, a single family residential development, as recorded in Map Book 35, Page 144 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

to secure indebtedness in the original principal amount of \$249,000.00 (the Mortgage").

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 Mortgageor execute and deliver this Amendment to Future Advance Mortgage.

C. This is a line of credit. The credit is to be advanced by the Lender to the Mortgages in installments from time to time pursuant to the terms and conditions of the promissory note described below.

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. WHEREAS The David Group, Inc. (hereinafter called "Borrower"), is justly indebted to the Mortgagee in the (\$360,000.00) as evidenced by that certain promissory note dated February 16, 2006, and which has a final maturity date of October 10, 2006.



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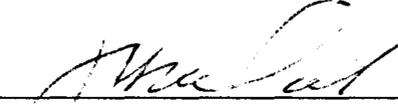
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2. Except as herein modified, the Mortgage shall remain in full force and effect.

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

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL  
INDEBTEDNESS OF \$110,100.00.**

**THE DAVID GROUP, INC.**

BY:   
Issac David, President

**FIRST AMERICAN BANK**

By:   
Its: Whit Bird, RCL Loan Officer

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, a notary Public in and for said county in said state, hereby certify that **Issac David** of **The David Group, Inc.** whose name(s) is (are) signed to the foregoing instrument, and who is (are) know to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he) as **President** of said corporation executed the same voluntarily on the date the same bears date for said corporation.

Given under my hand and official seal this **16th**, day of **February**, **2006**.

AFFIX NOTARY SEAL

*Nancy Alcano*  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

I, the undersigned authority, a notary Public, in and for said state, hereby certify that **Whit Bird**, whose name as **RCL Loan Officer** of **First American Bank**, an Alabama banking corporation, 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 **16th** day of **February 15, 2006**.

AFFIX NOTARY SEAL

*Nancy Alcano*  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS