

STATE OF ALABAMA)
COUNTY OF SHELBY)

20060303000101030 1/3 \$26.00
Shelby Cnty Judge of Probate, AL
03/03/2006 11:47:56AM FILED/CERT

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is made this 1st day of March, 2006 relating to existing Mortgages and amendments thereto, wherein West Shelby Professional Center, L.L.C. is Mortgagor, and Central State Bank, Calera, Alabama, an Alabama Banking Corporation is Mortgagee.

WHEREAS, West Shelby Professional Center, L.L.C. (hereinafter "Mortgagor"), executed a Mortgage in favor of Central State Bank (hereinafter "Mortgagee"), dated March 12, 1999, in the amount of \$1,500,000.00, and recorded in Instrument #1999-10674 (hereinafter referenced as the "First Mortgage"), and amended by Instrument #1999-35483, and Instrument #2000-08168, in the Office of the Probate Judge, Shelby County, Alabama; and

WHEREAS, said Mortgagor executed an additional Mortgage in favor of said Mortgagee, dated June 23, 2000 in the amount of \$129,210.50, recorded in Instrument #2000-26476, and amended by Instrument #2001-37100, and modified by Instrument #2000-42891, in the Office of the Probate Judge, Shelby County, Alabama; and

WHEREAS, said Mortgagor executed a Mortgage in favor of said Mortgagee dated January 9, 2003 in the amount of \$112,862.00, recorded in Instrument #20030117000034250, in the Office of the Probate Judge, Shelby County, Alabama; and

WHEREAS, said Mortgagor executed a Mortgage in favor of said Mortgagee dated June 7, 2005 in the amount of \$342,452.00, recorded in Instrument #20050613000289720 in the Office of the Probate Judge, Shelby County, Alabama; and

WHEREAS, each of the above referenced Mortgages and amendments and/or modifications thereto relate to the real property described within the First Mortgage hereinabove referenced; and

WHEREAS, said Mortgagor now desires to amend each of the above referenced Mortgages, amendments to and/or modifications of said Mortgages to consolidate its loan with said Mortgagee upon the real property described within the First Mortgage hereinabove referenced and Mortgagee is willing to allow such amendment thereto;

Robin TO
Mortgagee
Monroeville, AL 36053

NOW, THEREFORE, in consideration of the mutual promises contained within the above referenced recorded documents, as well as the mutual promises and covenants herein contained, in addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Mortgagor and Mortgagee intending to be legally bound hereby, agree to the terms set forth as follows:

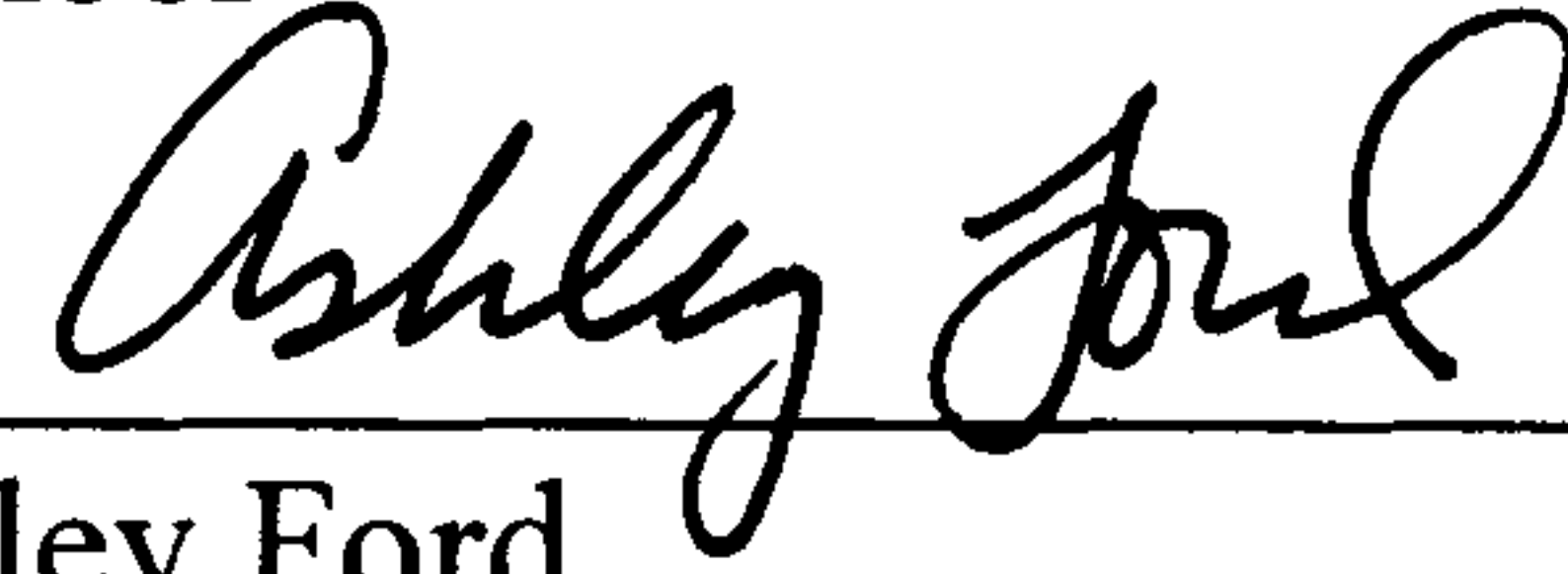
1. The terms hereinabove stated are not mere recitals, but statements of fact agreed upon by and between Mortgagor and Mortgagee herein.
2. Mortgagee, on even date herewith, is adjusting its loan proceeds to Mortgagor, to the extent that Mortgagor is hereby justly indebted to Mortgagee in the principal sum of \$2,081,000.00, as evidenced by that certain Promissory Note executed by Mortgagor on even date herewith, which bears interest as provided therein and which is payable in accordance with the terms stated within said Promissory Note.
3. The actual sums due to satisfy the indebtedness secured by the above referenced Mortgages, amendments and/or modifications, as of this date, is \$2,095,031.72, which sum exceeds the adjusted indebtedness of \$2,081,000.00, hereinabove referenced.
4. Each representation and warranty of Mortgagor, as contained within the above referenced Mortgages, amendments and modifications is reaffirmed as of the date hereof, and Mortgagor hereby reestablishes each and every representation and warranty contained within said Mortgage and associated documents as to the real and personal property granted and conveyed to Mortgagee therein, as fully as if the real property described within the First Mortgage referenced hereinabove were described herein, inclusive of all terms pertaining thereto.
5. The effective date of this Amendment is as first written above.
6. Except as specifically modified herein, all provisions of the First Mortgage referenced hereinabove shall remain in full force and effect, as well as the terms of all other documentation hereinabove referenced, except as specifically modified by the terms of this amendment.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to be duly and properly executed under the seal of the day and year first above written.

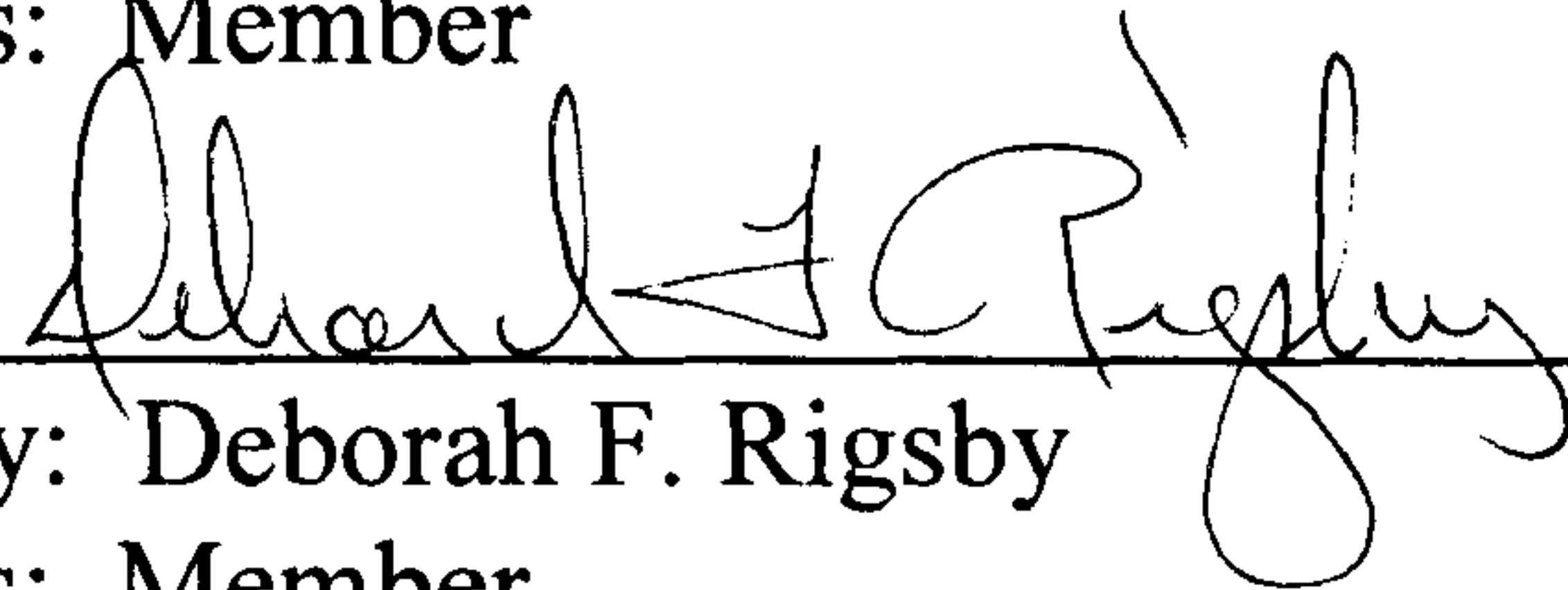
WEST SHELBY PROFESSIONAL
CENTER, L.L.C.



By: Michael E. Ford
Its: Member



By: Ashley Ford
Its: Member

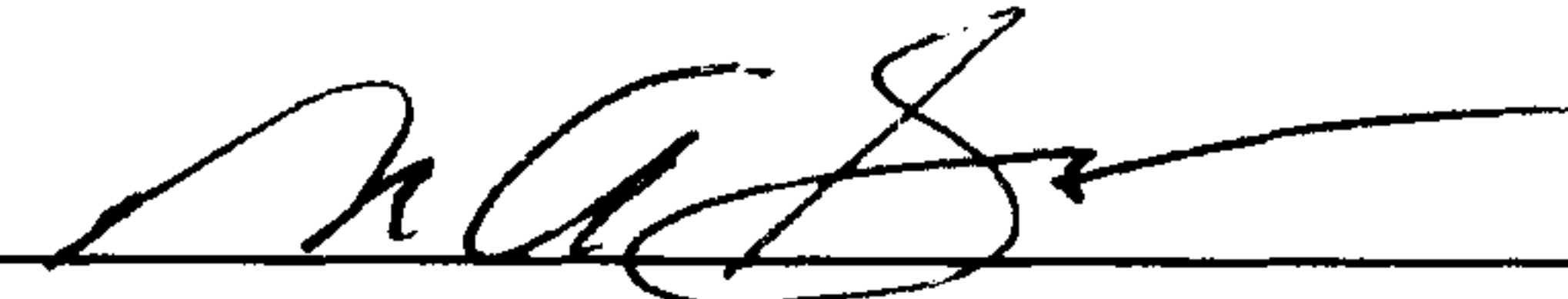


By: Deborah F. Rigsby
Its: Member

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Michael E. Ford, Margaret Ashley Ford and Deborah F. Rigsby, whose names as all of the members of the West Shelby Professional Center, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing Amendment, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Amendment, they as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15th day of March, 2006.



Notary Public:

My Commission Expires: 8/13/09

INSTRUMENT PREPARED BY:

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