NOTE TO JUDGE OF PROBATE: THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE IS FILED AS ADDITIONAL COLLATERAL TO THOSE CERTAIN PROMISSORY NOTE #1182591. MORTGAGE FILING PRIVILEDGE TAXES HAVE BEEN PREVIOUSLY PAID WITH RESPECT TO INSTUMENT #2006052500248570 AND ACCORDINGLY NO ADDITIONAL MORTGAGE FILING PRIVILEGES TAXES ARE DUE IN CONNECTION WITH THE FILING OF THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE.

STATE OF ALABAMA)
Shelby COUNTY

20060705000320510 1/3 \$18.00 Shelby Cnty Judge of Probate, AL 07/05/2006 02:19:31PM FILED/CERT

## AMENDMENT TO FUTURE ADVANCE MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this \_\_10<sup>th</sup>\_\_day of April 2006, on behalf of \_\_Venture Developers, 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 <u>December 9, 2005</u> and recorded in the Office of the Judge of Probate of <u>Shelby</u> County, Alabama, at <u>Instrument</u> #2006011000017250 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 1 ACCORDING TO THE SURVEY OF WEATHERLY COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 21 PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

to secure indebtedness in the original principal amount of \$250,000.00 (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 Future Advance Mortgage is hereby modified in its entirety to read:

WHEREAS, Venture Developers, LLC (the "Borrower") are justly indebted to the Mortgagee in the amount of Five Hundred Twenty Five Thousand and 00/100 dollars (\$525,000.00) as evidenced by that certain promissory note dated April 10, 2006, 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.

VENTURE DEVELOPERS, LLC

 $\mathbf{BY}$ 

BY: Koy Liviariii

Michael L. Wood, Member

FIRST AMERICAN BANK

BY

ITS Vice terior

THIS AMENDMENT TO MORTGAGE SECURES <u>INCREASE</u> INDEBTEDNESS OF \$ 275,000.00.

20060705000320510 2/3 \$18.00

20060/05000320510 2/3 \$18.00 Shelby Cnty Judge of Probate, AL 07/05/2006 02:19:31PM FILED/CERT

( State of Alabama ) County of)
I, the undersigned authority, in and for said county in said state, hereby certify that 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
AFFIX NOTARIAL SEAL  Notary Public
My commission expires:  ( State of Alabama )  County of)
I, the undersigned authority, in and for said county in said state, hereby certify that  whose name as  of FIRST AMERICAN BANK, a state bank, 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 ** day of ** June**, 2006.
AFFIX NOTARIAL SEAL  Songa Great Seatt  Notary Public  Notary Public State of ALABAMA AT LARGE  MY COMMISSION EXPIRES: July 1, 2019  PONDED TEERLINGS BY MINESTERS BY 1, 2019
THIS INSTRUMENT PREPARED BY:  FIRST AMERICAN BANK P.O. Box 10686

Birmingham, AL 35202