

STATE OF ALABAMA)  
Shelby COUNTY)

### AMENDMENT TO FUTURE ADVANCE MORTGAGE

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE entered into this 8<sup>th</sup> day of June 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 January 28, 2005 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument #20050211000069800 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender on real property described as:

**Lot 7, according to the Regency Park, Phase Two, as recorded in Map Book 26, Page 106 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:

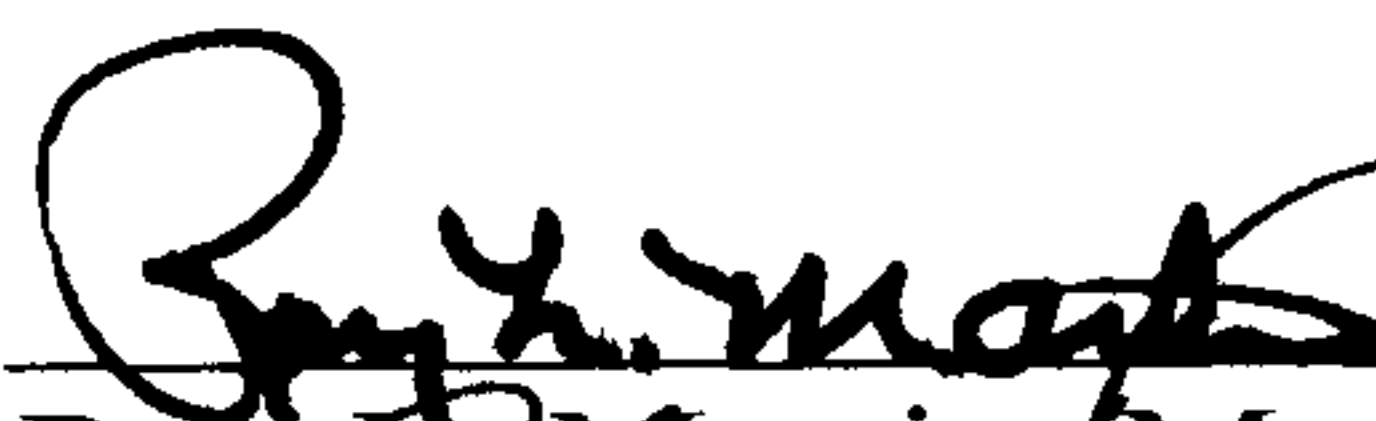
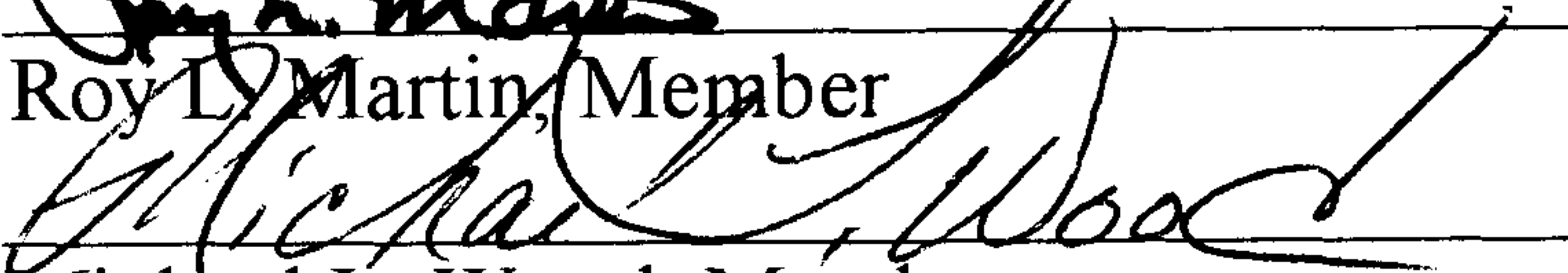
WHEREAS, Venture Developers, LLC (the "Borrower") are justly indebted to the Mortgagee in the amount of Three Hundred Ten Thousand and 00/100 dollars (\$310,000.00) as evidenced by that certain promissory note dated June 8, 2006, which bears interest as provided therein.

*1st American Bank*

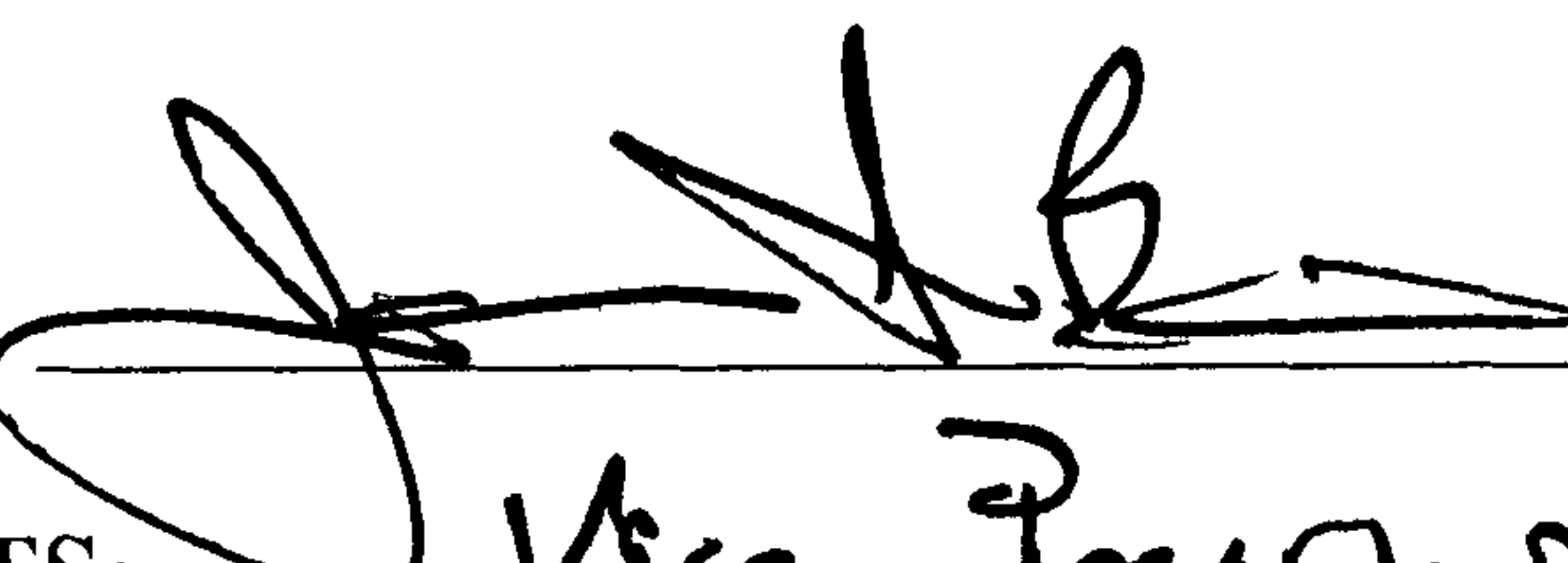
2. Except as modified herein, the Mortgage shall remain in full force and effect.

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

BY:   
Roy L. Martin, Member  
BY:   
Michael L. Wood, Member

FIRST AMERICAN BANK

BY:   
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES INCREASE INDEBTEDNESS OF  
\$ 60,000.00.**

  
20060719000349080 2/3 \$107.00  
Shelby Cnty Judge of Probate, AL  
07/19/2006 02:05:59PM FILED/CERT




( State of Alabama )  
County of \_\_\_\_\_

I, the undersigned authority, in and for said county in said state, hereby certify that Roy L. Martin & Michael L. Wood 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 8<sup>th</sup> day of June, 2006.

AFFIX NOTARIAL SEAL

  
Notary Public

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

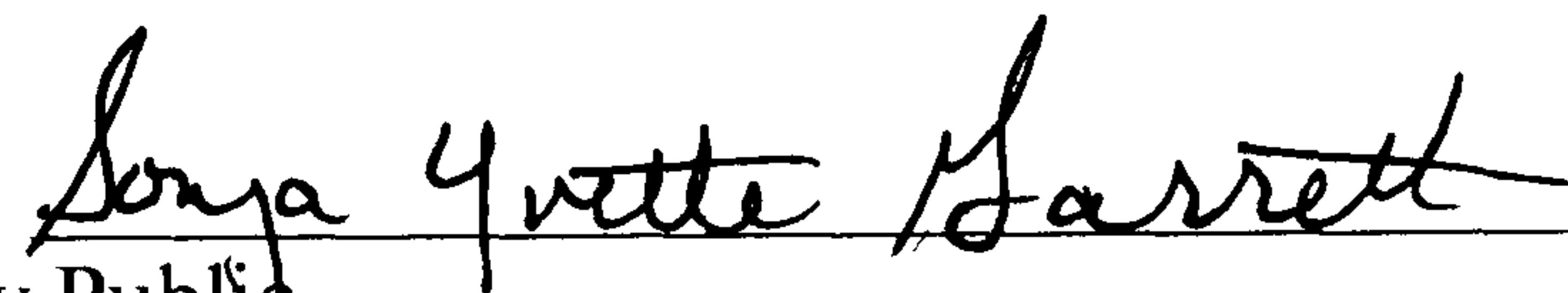
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 1, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

( State of Alabama )  
County of \_\_\_\_\_

I, the undersigned authority, in and for said county in said state, hereby certify that By Jason Bains whose name as Vice President 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 8<sup>th</sup> day of June, 2006.

AFFIX NOTARIAL SEAL


  
Notary Public

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 1, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

FIRST AMERICAN BANK  
P.O. Box 10686  
Birmingham, AL 35202

  
20060719000349080 3/3 \$107.00  
Shelby Cnty Judge of Probate, AL  
07/19/2006 02:05:59PM FILED/CERT