



20061206000591020 1/4 \$485.00
Shelby Cnty Judge of Probate, AL
12/06/2006 10:38:41AM FILED/CERT

Note to Clerk of Court: Mortgage filing privilege taxes have previously been paid on indebtedness in the amount of \$690,000.00 in connection with the recordation of that certain Real Estate Mortgage dated August 30, 1996 and recorded on September 10, 1996 with the Office of the Judge of Probate of Shelby County, Alabama as instrument Number 1996/29770. This Amendment to Mortgage is being filed to amend the above-referenced instruments. Mortgage filing privilege taxes are now due on an additional \$310,000.00 of indebtedness to be secured by the above-referenced instruments, as amended by this amendment.

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 3rd day of November, 2006, on behalf of Edwin B. Lumpkin, Jr. (hereinafter called "Mortgagor") in favor of First American Bank formerly known as National Bank of Commerce of Birmingham, a national banking association (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Jefferson County, Alabama, at Instrument No. 1996/29770 the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

to secure indebtedness in the original principal amount of \$ 690,000.00 (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 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. Edwin B. Lumpkin, Jr. (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 Million and No/100 Dollars (\$1,000,000.00) (the "Credit Limit") under a certain line of credit established by the Lender for the Borrower pursuant to an agreement entitled "Master Note-Commercial Loans," executed by the Borrower in favor of the Lender, dated November 3, 2006 (the "Credit Agreement"). The Credit

Agreement provides for a credit plan under which the Borrower may borrow 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 \$ 1,000,000.00, 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.

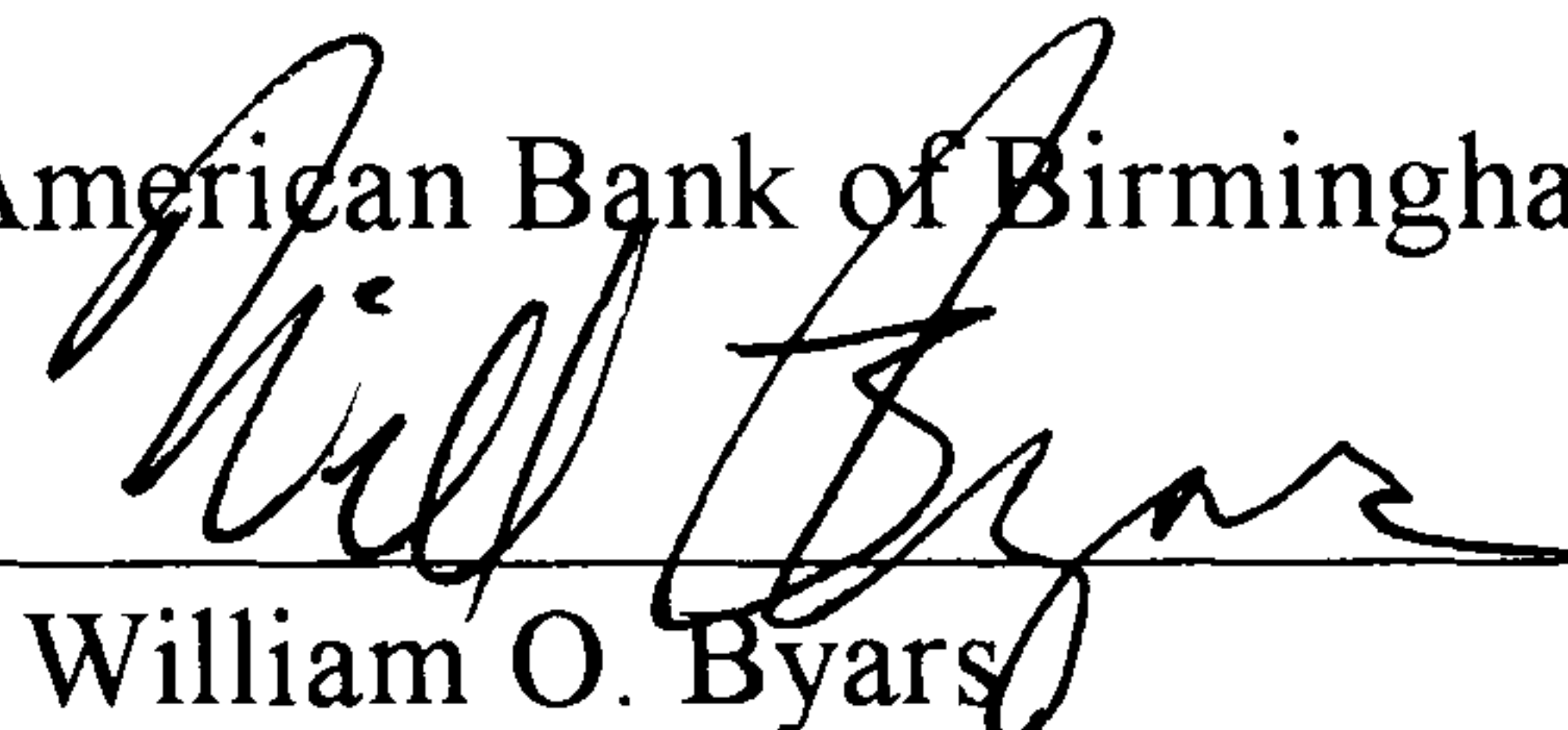
IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

Edwin B. Lumpkin, Jr.



First American Bank of Birmingham


BY: _____



William O. Byars

ITS: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 310,000.00 .



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ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Edwin B. Lumpkin, Jr. whose name is known to me acknowledged before me on this day that, being informed of the contents of said instrument 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 3rd day of November, 2006.


Notary Public

AFFIX SEAL

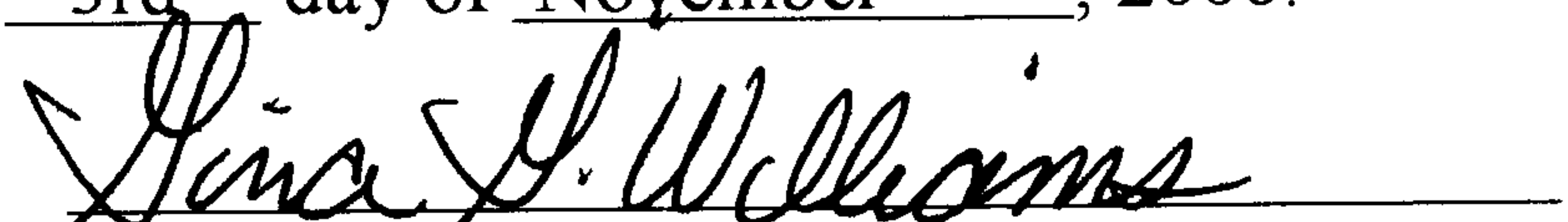
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 24, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William O. Byars whose name as Vice President of First American Bank formerly known as 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, 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 3rd day of November, 2006.


Notary Public


AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 24, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686


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LEGAL DESCRIPTION:

PART OF LOT 7, OAK MOUNTAIN COMMERCE PLACE AS RECORDED IN MAP BOOK 18, PAGE 58, IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA. BEING LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF SAID 1/4-1/4 SECTION, ALSO BEING THE NW CORNER OF SAID LOT 7; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID 1/4-1/4 SECTION AND OF SAID LOT 7, A DISTANCE OF 247.23 FEET; THENCE 80 DEGREES 46 MINUTES 11 SECONDS LEFT, IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 186.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 168 DEGREES 57 MINUTES 47 SECONDS; THENCE 90 DEGREES LEFT, TO TANGENT OF SAID CURVE, IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE, AN ARC DISTANCE OF 147.45 FEET; THENCE 80 DEGREES 30 MINUTES 53 SECONDS LEFT FROM TANGENT OF SAID CURVE, A DISTANCE OF 192.60 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE 90 DEGREES LEFT, IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 296.27 FEET TO THE NORTH LINE OF SAID 1/4-1/4 SECTION AND THE NORTH LINE OF SAID LOT 7; THENCE 95 DEGREES 55 MINUTES 44 SECONDS LEFT, IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION AND OF SAID LOT 7, A DISTANCE OF 514.26 FEET TO THE POINT OF BEGINNING.



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