

STATE OF ALABAMA
COUNTY OF JEFFERSON

20061212000600280 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/12/2006 08:55:30AM FILED/CERT

MORTGAGE AND NOTE
MODIFICATION AGREEMENT

Whereas, **S&S DEVELOPMENT, Limited Liability Company** ("Borrowers") and the **MUTUAL SAVINGS CREDIT UNION** ("Credit Union") are the parties to that certain Promissory Note ("Note") between the parties, dated June 22, 2005, and secured by a mortgage recorded on October 27, 2005 in the Judge of Probate's Office for Shelby County, Alabama in **Instrument 20051027000559730** on the following described property:

A parcel of land situated in the SE ¼ of the NW ¼ and the SW ¼ of the NE ¼ of Section 16, Township 22 South, Range 2 West, City of Calera, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE ¼ of the NW ¼ of above said section, township, and range; thence South 00 degrees 00 minutes 00 seconds West, a distance of 333.69 feet to the POINT OF BEGINNING; thence South 00 degrees 11 minutes 38 seconds West, a distance of 333.48 feet; thence North 89 degrees 18 minutes 16 seconds East, a distance of 159.35 feet to a point on the westerly R.O.W. line of U.S. Highway #31; thence South 21 degrees 19 minutes 14 seconds East and along said R.O.W. line, a distance of 528.77 feet to a point; said point being the beginning of a non tangent curve to the right, having a radius of 1,382.65 feet, a central angle of 02 degrees 56 minutes 55 seconds and subtended by a chord which bears South 20 degrees 07 minutes 46 seconds East, and a chord distance of 71.15 feet; thence along the arc of said curve and said R.O.W. line, a distance of 71.16 feet; thence South 73 degrees 38 minutes 17 seconds West, and leaving said R.O.W. line, a distance of 392.79 feet; thence North 87 degrees 44 minutes 47 seconds West, a distance of 642.75 feet; thence North 01 degrees 00 minutes 50 seconds East, a distance of 968.14 feet; thence North 89 degrees 14 minutes 26 seconds East, a distance of 627.11 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, dated December 28, 2004.

SITUATED IN SHELBY COUNTY, ALABAMA.

Whereas, the Note allowed for a loan amount of \$1,100,000.00;

And whereas, the parties are desirous of amending and increasing the loan amount to \$1,658,240.71 and extending the maturity date of the Note to December 20, 2006;

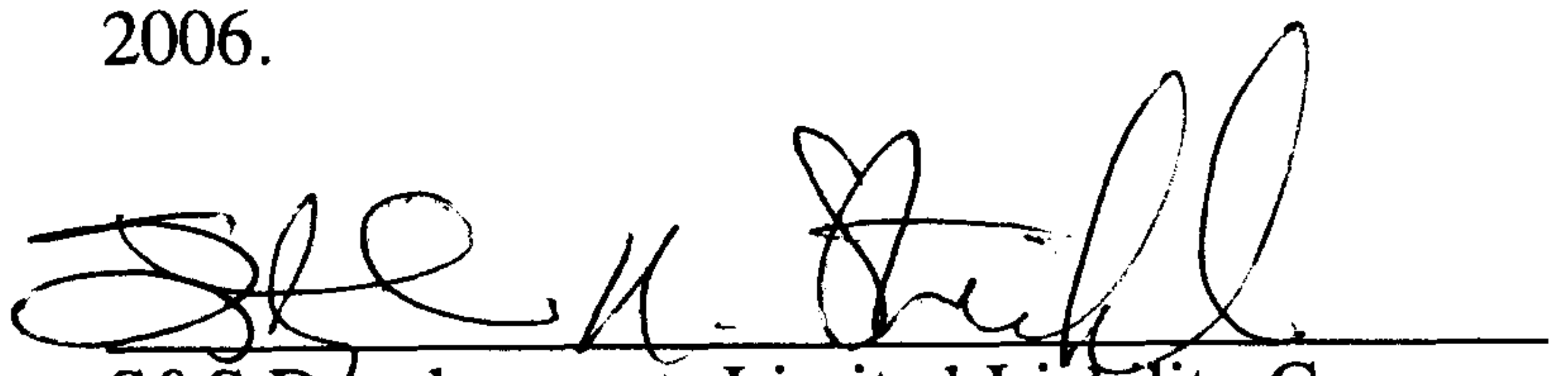
Now, therefore, for the mutual benefits to be derived thereby and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the undersigned borrower(s) and the **MUTUAL SAVINGS CREDIT UNION** do hereby agree to amend the Note dated June 22, 2005 to increase the Loan Amount to One Million Six Hundred Fifty Eight Thousand Two Hundred Forty and 71/100 (\$1,668,200.00) Dollars.

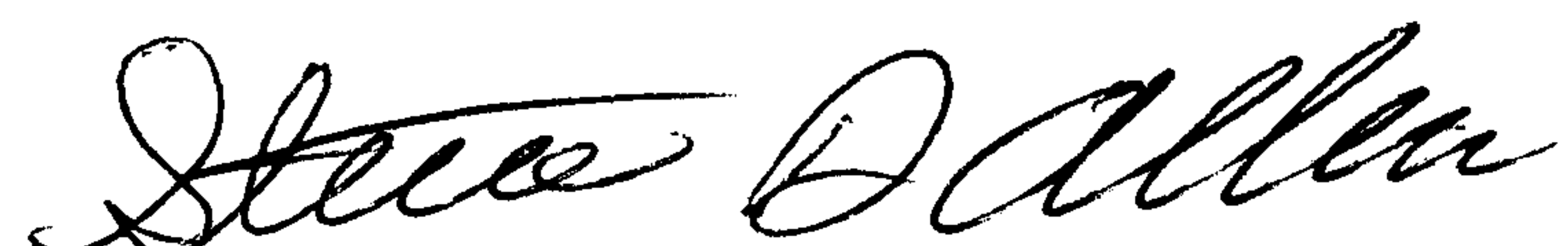
AND FURTHER, agree to amend the amount of the Mortgage recorded at Instrument No. 20051027000559730 to **\$1,658,240.71**.

AND FURTHER, agree to extend the maturity date of the Note to December 20, 2006.

All other terms and conditions of said Note and Mortgage shall remain in full force and effect.

In witness whereof, the undersigned have placed their hands and seals on this 11th day of September, 2006.


S&S Development, Limited Liability Company
By: Stephen R. Stricklin



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COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that S&S Development, Limited Liability Company, through its duly authorized managers, Stephen R. Stricklin and Steven D. Allen, and Jay Rainer, Director of Business Lending, the duly authorized representative of Mutual Savings Credit Union, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said company. Given under my hand and official seal this 11th day of September, 2006.



Notary Public

My commission expires:

My Commission Expires:
December 8, 2006

THIS INSTRUMENT PREPARED BY: SHANNON E. PRICE, P.C. P.O. Box 19144, Birmingham, AL 35219