

20061229000635770 1/5 \$24.00
Shelby Cnty Judge of Probate:AL
12/29/2006 11:07:05AM FILED/CERT

This instrument prepared by
and to be returned to:
Tom Ansley
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

20061227001797270 1/5
Bk: LR200620 Pg:21802
Jefferson County, Alabama
I certify this instrument filed on:
12/27/2006 11:40:21 AM MTG
Judge of Probate- Mark Gaines

**FIRST AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENT**

STATE OF ALABAMA)
COUNTY OF SHELBY)
COUNTY OF JEFFERSON)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment"), is made and entered into as of the 20th day of December, 2006, by **ATTIC PLUS STORAGE IV, LLP**, an Alabama limited liability partnership, having its principal place of business at 4748 Cahaba River Road, Birmingham, Alabama 35243 ("**Borrower**"), and **LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC14**, having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, IL 60603 ("**Lender**").

WITNESSETH:

WHEREAS, Borrower and JPMorgan Chase Bank, N.A., ("**Original Lender**") are parties to that certain Mortgage and Security Agreement dated as of November 22, 2005 (as modified hereby, the "**Original Mortgage**"), recorded as Instrument No. 200515/7991 in the office of the Judge of Probate of Jefferson County, Alabama, and recorded as Instrument No. 20051123000611120 in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Original Lender assigned the Original Mortgage to Lender by that certain Assignment dated March 16, 2006 and recorded as Instrument No. 20060628000748150, in the Office of the Judge of Probate of Jefferson County, Alabama, and recorded as Instrument No. 20060627000307930 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower and Lender each desire to modify the Original Mortgage, as assigned (as so modified, the "**Mortgage**") as provided hereinbelow, in order to further secure Lender's payment and performance under the Fixed Rate Note (such Fixed Rate Note, together with all extensions, renewals, modifications, substitutions and amendments thereof, shall collectively be referred to as the "**Note**");

NOW THEREFORE, premises considered and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. **Amendments.**

(a) Subsequent to the date and recording of the Original Mortgage, the property more particularly described as Parcel I of Tract D and Parcel I of Tract F in Exhibit A of said Original Mortgage was subdivided. The new legal description for Tract D and Tract F attached hereto as Schedule A replaces Tract D and F in Exhibit A in the Original Mortgage.

2. **Force and Effect of Amendment.** Notwithstanding the execution of this Amendment, the indebtedness evidenced by the Note shall remain in full force and effect, and nothing contained herein shall be interpreted or construed as resulting in a novation or acceleration of such indebtedness or a release, satisfaction or termination of the Mortgage or the security interests granted therein. The Borrower acknowledges and agrees that there are no offsets or defenses to payment of the obligations evidenced by the Note or the Mortgage, as amended from time to time. Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms, including, without limitation.

– SIGNATURES FOLLOW ON SEPARATE PAGES –

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the day and year first above written.

"Borrower":

ATTIC PLUS STORAGE IV, LLP, an Alabama limited liability partnership

By: [Signature]
D. Frank Davis, Partner

By: [Signature]
Samuel R. Flowers, Partner

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that D. Frank Davis, whose name as Partner of ATTIC PLUS STORAGE IV, LLP, an Alabama limited liability partnership, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily and with full authority for and as the act of said limited liability partnership, on the day same bears date.

GIVEN under my hand and seal on this the 20th day of December, 2006.

[Signature]
Notary Public
My Commission Expires: May 15, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Samuel R. Flowers, whose name as Partner of ATTIC PLUS STORAGE IV, LLP, an Alabama limited liability partnership, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily and with full authority for and as the act of said limited liability partnership, on the day same bears date.

GIVEN under my hand and seal on this the 20th day of December, 2006.

[Signature]
Notary Public
My Commission Expires: May 15, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS


[SEAL]

"Lender:"

**LaSalle Bank National Association, as Trustee for
the Registered Holders of J.P. Morgan Chase
Commercial Mortgage Securities Corp.,
Commercial Mortgage Pass-Through Certificates,
Series 2006-CIBC14**

By: GMAC Commercial Mortgage Corporation, as
Master Servicer Pursuant to the Pooling and Servicing
Agreement

By: Laureate Capital, LLC, as Sub-Servicer pursuant to
that certain Sub-Servicing Agreement dated as of
March 16, 2006

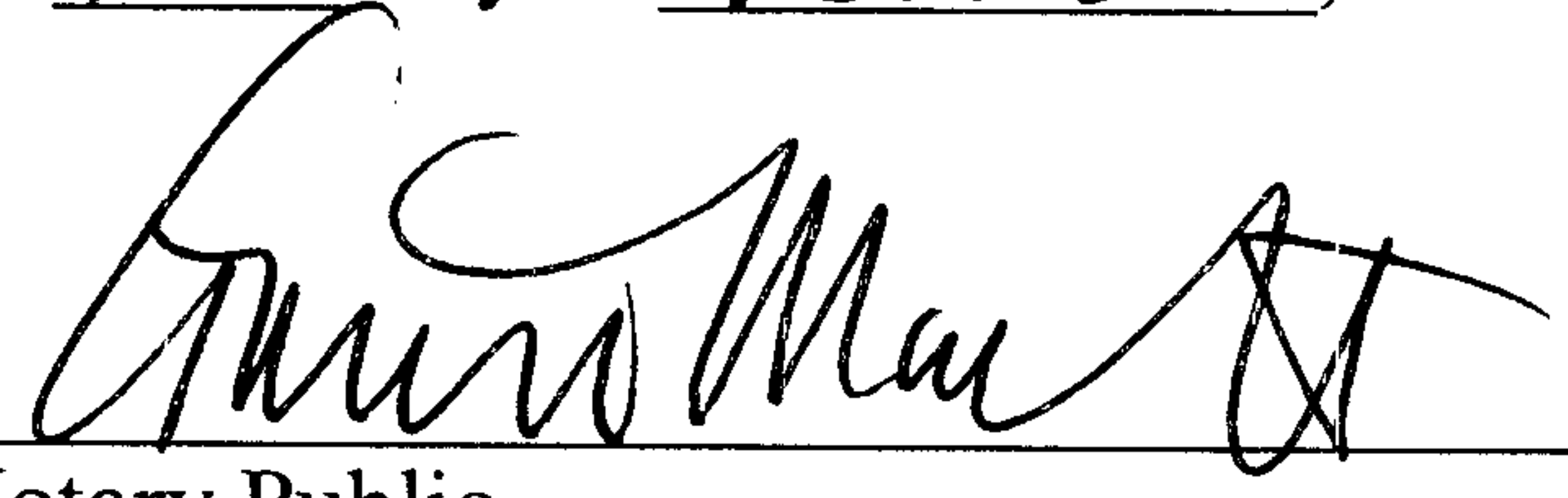
By 
Joseph Lovell
Senior Vice President

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Joseph Lovell, whose name as Senior Vice President of Laureate Capital, LLC, as Sub-Servicer pursuant to that certain Sub-Servicing Agreement dated as of March 16, 2006, for GMAC Commercial Mortgage Corp., as Master Servicer Pursuant to the Pooling and Servicing Agreement for LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC14, a trust, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily and with full authority for and as the act of said trust, on the day same bears date.

GIVEN under my hand and seal on this the 12th day of December, 2006.


Notary Public
My Commission Expires: 11-02-08

[SEAL]

SCHEDULE A

20061229000635770 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
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Tract D

(5320 Highway 280 Legal Description)

Lot 2, according to the plat or map of survey of Hwy 280 Attic Plus Storage Subdivision, as the same appears of record in Map Book 37, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama.

Tract F

(2611 Pelham Parkway (US Highway 31) Legal Description)

Lot 1, according to the plat or map of survey of Pelham Attic Plus Storage Subdivision, as the same appears of record in Map Book 37, Page 91, in the Office of the Judge of Probate of Shelby County, Alabama.

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Mark Jones Judge of Probate

"NO TAX COLLECTED"

20061227001797270 5/5
Bk: LR200620 Pg:21802
Jefferson County, Alabama
12/27/2006 11:40:21 AM MTG
Fee - \$15.50

Total of Fees and Taxes-\$15.50
CRONANL