20070312000111450 1/3 $92.00
Shelby Cnty Judge of Probate, AL
03/12/2007 03:37:20PM FILED/CERT

WHEN RECORDED MAIL TO:
First American Bank
Loan Servicing
P O Box 37
Birmingham, AL 35201-0037

SEND TAX NOTICES TO:
Venture Developers, LLC
111-A Owens Parkway
Birmingham, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2007, is made and executed between Venture Developers, LLC (referred to below as "Grantor") and First American Bank, whose address is 1927 1st Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 9, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Amended 04/06/06.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as AL. The Real Property tax identification number is 20060110000017250.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal increase by $50,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2007.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

VENTURE DEVELOPERS, LLC

By: _____ **(Seal)**
Michael L. Wood

By: _____ **(Seal)**
Roy L. Martin

LENDER:

FIRST AMERICAN BANK

X _____ **(Seal)**
Jason Bains, Vice President

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Michael L. Wood, and Roy L. Martin, of Venture Developers, LLC,** a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10TH **day of** JANUARY, 20 07.

Sonja Yvette Garrett
Notary Public

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

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FIRST AMERICAN BANK _____ a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10TH **day of** JANUARY, 20 07.

Sonja Yvette Garrett
Notary Public

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

My commission expires _____

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL c:\LASERPRO\CFI\LPL\G201.FC TR-616 PR-52

20070312000111450 3/3 $92.00
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EXHIBIT "A"

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.