

20070405000156300 1/3 \$234.50  
Shelby Cnty Judge of Probate, AL  
04/05/2007 02:25:00PM FILED/CERT

## **FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** is entered as of the 4th day of April, 2007, by and between **LAKE WELLINGTON DEVELOPMENT GROUP, LLC**, an Alabama limited liability company ("Mortgagor") and **RED MOUNTAIN BANK, N.A.**, a national banking association ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated May 30, 2006, recorded at instrument number 20060530000253930 with the Shelby County Judge of Probate on May 30, 2006; and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage as here and after stated;

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee agree as follows:

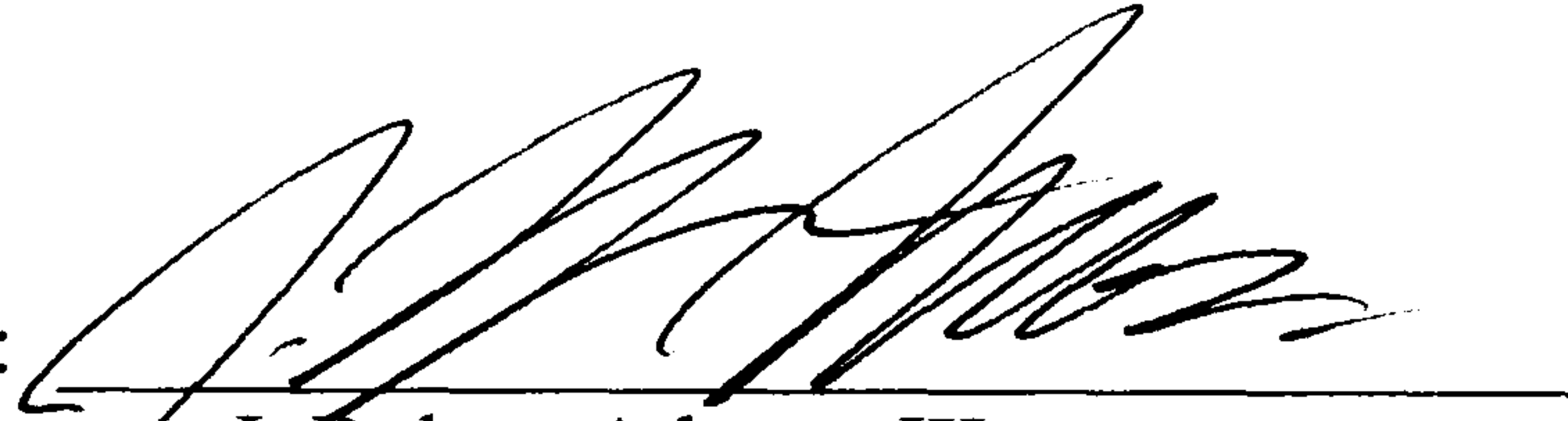
1. The Mortgage is hereby amended by increasing the amount of indebtedness secured thereby by the amount of \$145,000.00. The new amount of secured indebtedness is \$1,420,000.00.
2. Except as amended hereby, the Mortgage shall remain in full force and effect and its provisions are ratified and affirmed.
3. The maturity date of the Mortgage is not being extended.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR:

**LAKE WELLINGTON DEVELOPMENT GROUP, LLC**  
an Alabama limited liability company

By:   
J. Robert Adams, III  
Its Authorized Manager

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Robert Adams, III whose name as Authorized Manager of Lake Wellington Development Group, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 4<sup>th</sup> day of April, 2007.

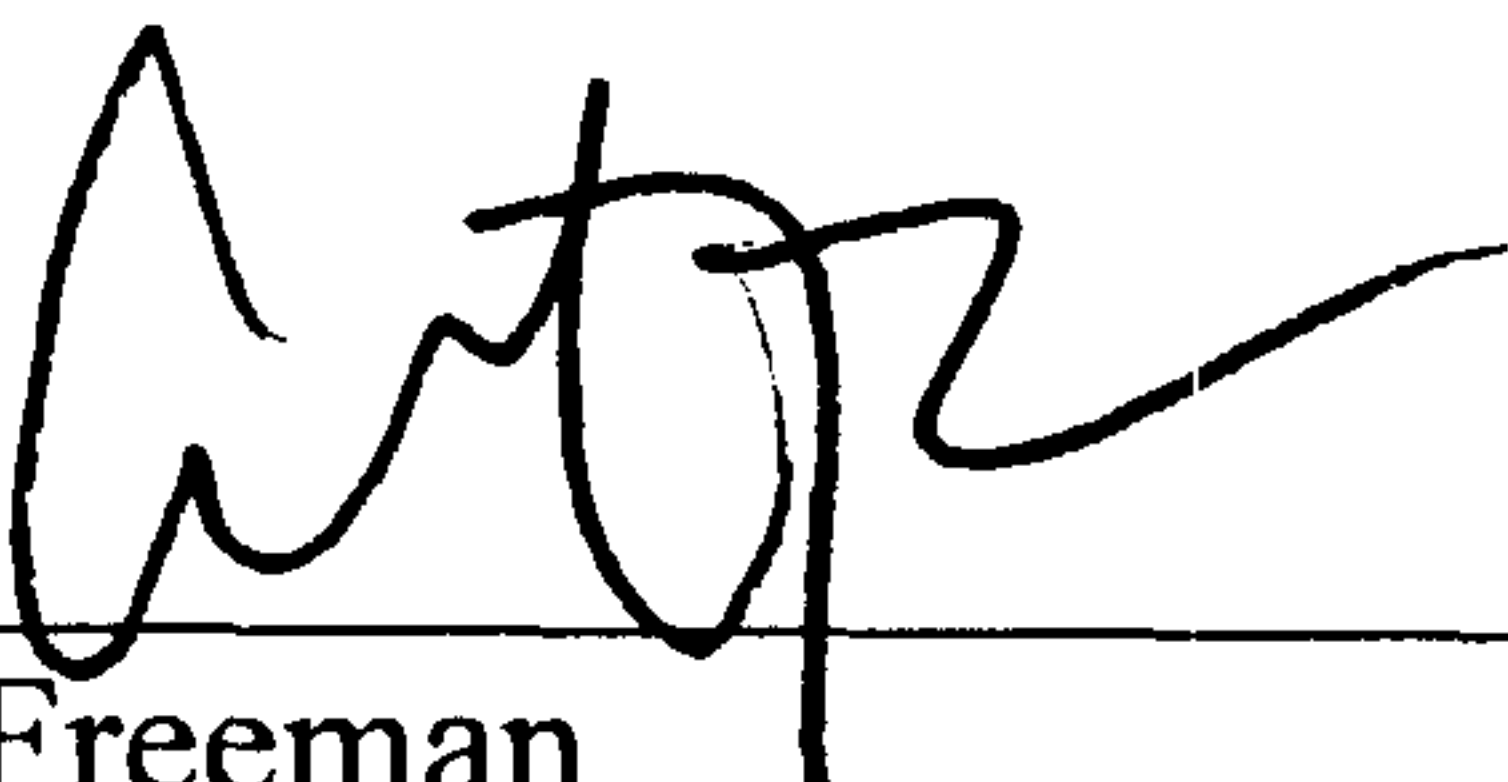
  
Notary Public

My Commission Expires: 3-26-10

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LENDER:

**RED MOUNTAIN BANK, N.A.**

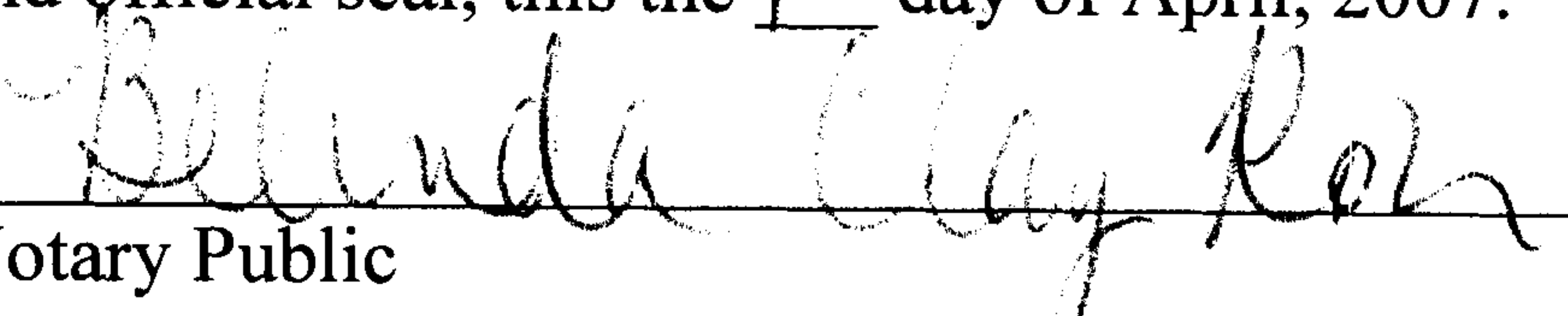
By:   
Art Freeman  
Its Vice President

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Art Freeman whose name as Vice President of Red Mountain Bank, N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 4<sup>th</sup> day of April, 2007.

  
Notary Public

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Sep 12, 2008**  
**BONDED THROUGH THE NOTARY PUBLIC BOARD**