

20080606000231500 1/3 \$197.00
Shelby Cnty Judge of Probate AL
06/06/2008 02:23:14PM FILED/CERT

This instrument prepared by:

Courtney R. Dredden
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO MORTGAGE

This Amendment to Mortgage dated as of the 6th day of May, 2008, is executed by CSA Properties, Inc., an Alabama corporation (the "Mortgagor"), in favor of Compass Bank, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

1. The Mortgagor has previously granted to the Lender a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (ALABAMA) dated as of January 21, 2008, recorded in Instrument Number 20080125000032750 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). The Mortgage secured an original principal amount of \$2,108,709 (such amount being comprised of one loan, represented by a promissory note in the amount of \$2,108,709 (the "First Note") and all other indebtedness recited in the Mortgage.

2. The Mortgage was amended on February 27, 2008 to secure in addition to the First Note, a \$70,000 Promissory Note (the "Second Note") executed by Mortgagor in favor of Lender.

3. The Mortgagor and Lender have agreed to increase the amount of the Second Note by \$120,000. The Mortgage shall be amended to secure the First Note, the Second Note, as amended, and all other indebtedness recited in the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Mortgagor agrees with Lender as follows:

1. All other provisions of the Mortgage shall remain in full force and effect, and the first WHEREAS clause shall be deleted in its entirety and shall now read as follows:

"WHEREAS, Borrower is justly indebted to Bank on loans (the "Loan") in the aggregate principal sum of TWO MILLION ONE HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED NINE AND NO/100 DOLLARS (\$2,178,709.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated January 21, 2008, and by a promissory note dated February 27, 2008, as amended, payable to Bank with interest thereon (the two notes being referred to herein collectively as the "Note") on demand or as otherwise provided in the Note; and"

2. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Mortgagor in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor therein.

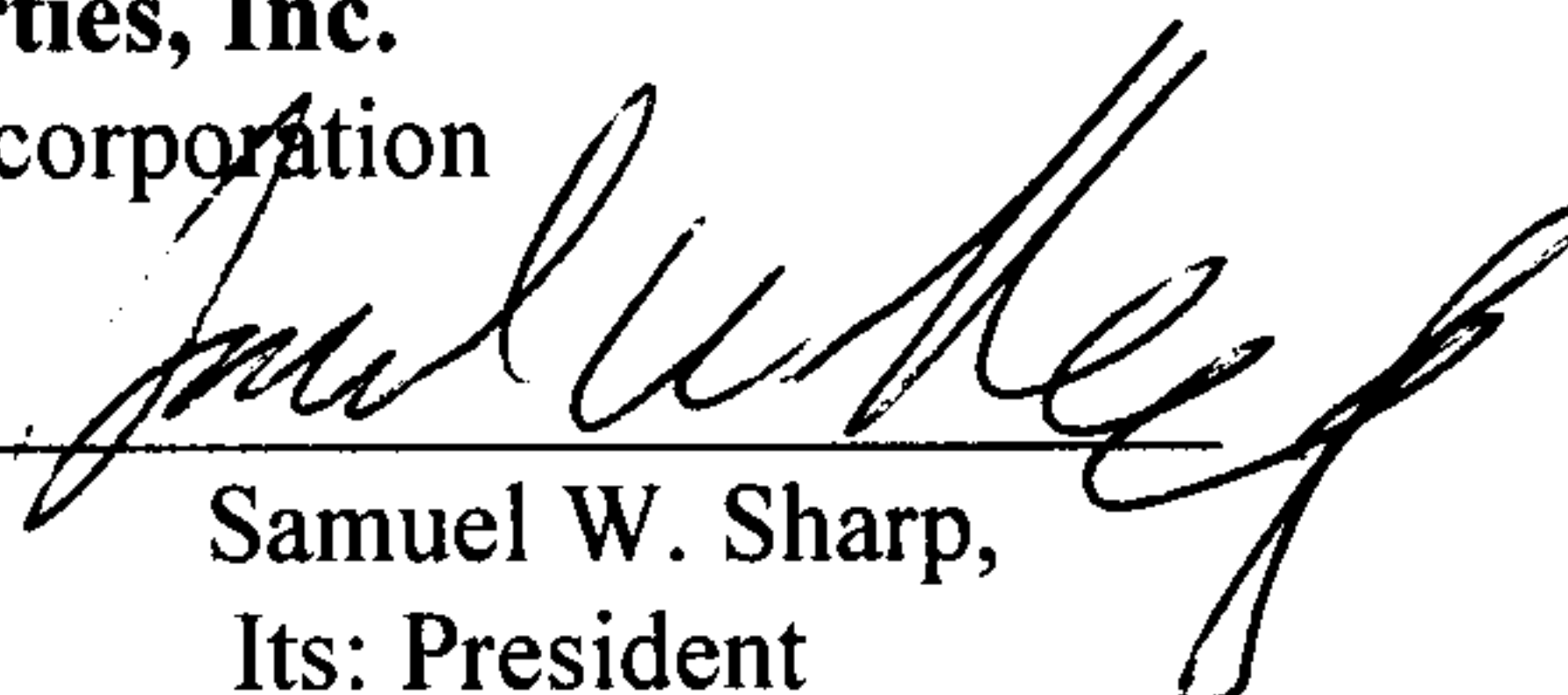


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IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

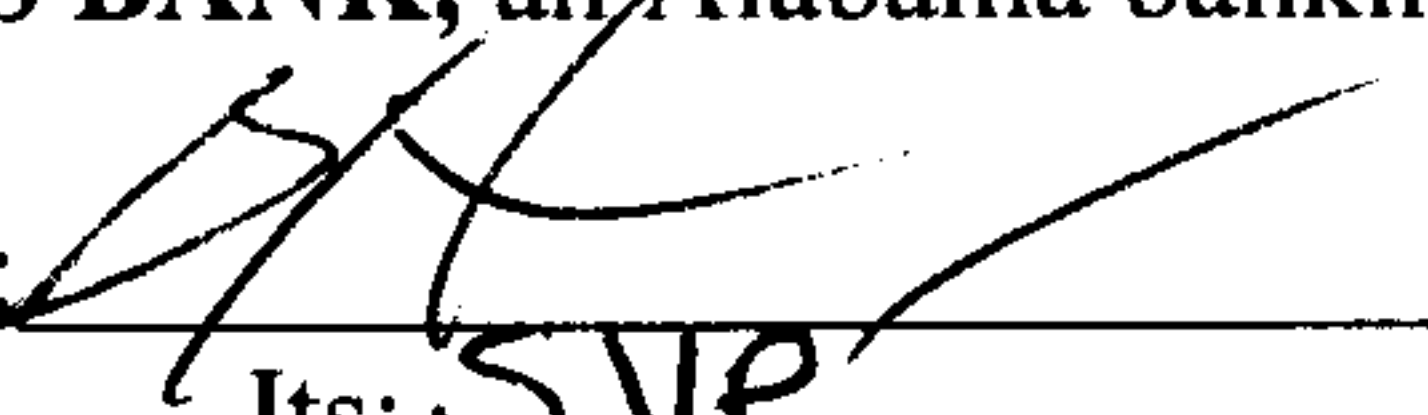
MORTGAGOR:

CSA Properties, Inc.
an Alabama corporation

By: 
Samuel W. Sharp,
Its: President

LENDER

COMPASS BANK, an Alabama banking corporation

By: 
Its: SVP

STATE OF ALABAMA

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COUNTY OF Shelby

I, Angela Moseley, a Notary Public in and for said County in said State, hereby certify that Samuel W. Sharp, whose name as President of CSA Properties, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such sole President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 6th day of May, 2008.

Angela Moseley
Notary Public

[NOTARY SEAL]

My commission expires: 02-21-2009

STATE OF ALABAMA

COUNTY OF Shelby

I, Angela Moseley, a Notary Public in and for said County in said State, hereby certify that Ben Henrik, whose name as SVP of **COMPASS BANK**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal of office this 6th day of May, 2008.

Angela Moseley
Notary Public

[NOTARY SEAL]

My commission expires:

02-21-2009