

This instrument prepared by:
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20080620000253660 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:59:45PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

FIRST AMENDMENT TO MORTGAGE

This First Amendment made effective as of the 18th day of June, 2008, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **BRUCE IRWIN**, a married man (the "**Borrower**").

WHEREAS, in connection with a loan from Lender to Borrower in the principal amount of \$2,500,000.00 (the "**Loan**"), Borrower executed and delivered to Lender the following documents dated May 23, 2006, among other documents, to evidence and secure the Loan: (i) Promissory Note in the amount of \$2,500,000.00 (as amended, the "**Note**"); (ii) Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement, as recorded at Document Number 20060524000247620, with Probate Court of Shelby County, Alabama (the "**Mortgage**"); and (iii) UCC-1 Financing Statements (collectively, the "**Initial Loan Documents**");

WHEREAS Borrower and Lender desire to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. **Exhibit A** to the Mortgage is hereby amended to read as set forth in **Exhibit A-1** attached hereto.
2. The Mortgage shall continue to secure the Loan, as amended hereby and by the Loan Modification Agreement and Amendment to Loan Documents.
3. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
4. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

IN WITNESS WHEREOF, Borrower and Lender have caused this First Amendment to be executed effective as of the day and year first set forth above, although actually executed by each party on the date set forth below its respective signature.

LENDER:

COMPASS BANK,
an Alabama banking corporation

By: Alan Register
Its: SVP

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Mary Jo Mc Ferguson, a notary public in and for said county in said state, hereby certify that Alan Register 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

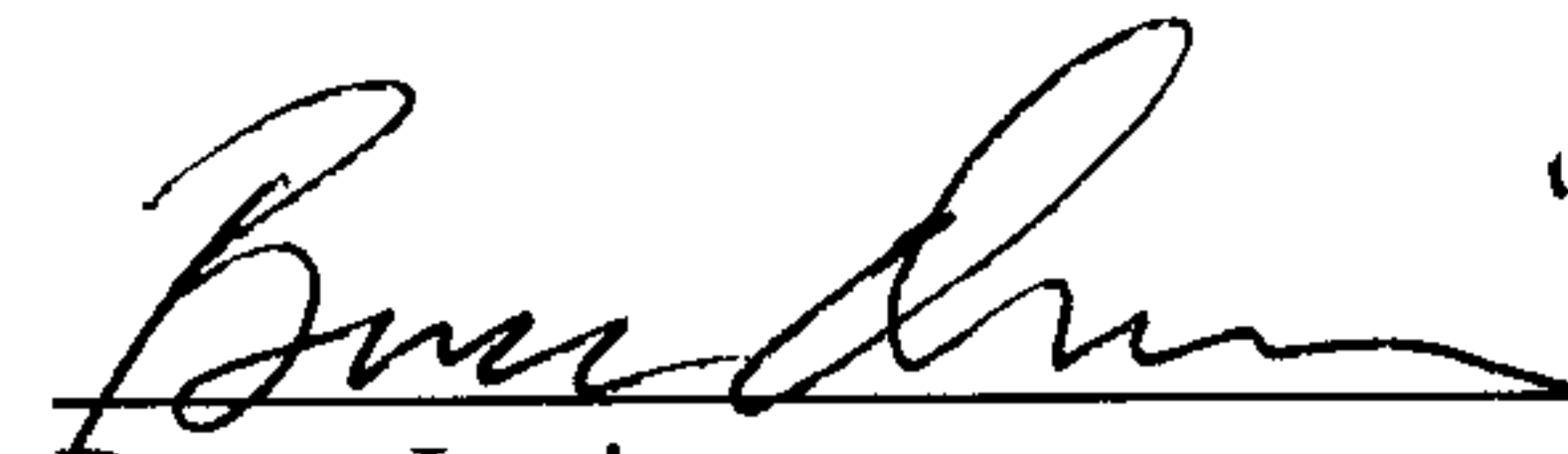
Given under my hand and official seal this 18 day of June, 2008.

Mary Jo Mc Ferguson
Notary Public

[Notarial Seal]

My Commission Expires: November 10, 2010

BORROWER (Mortgagor, Debtor):



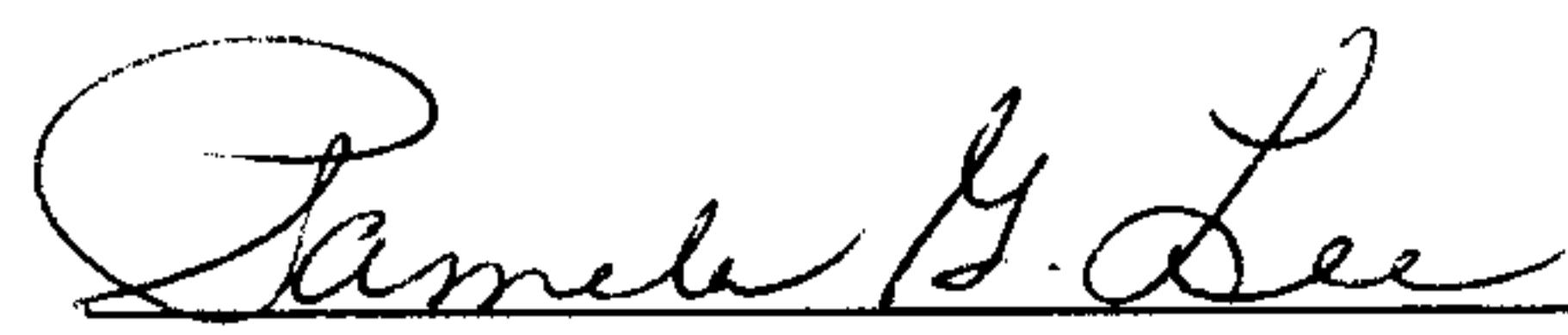
Bruce Irwin

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Jefferson, a notary public in and for said county in said state, hereby certify that **Bruce Irwin**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of June, 2008.



Notary Public
My Commission Expires 12-21-08
[Notarial Seal]



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EXHIBIT A-1

DESCRIPTION OF MORTGAGED PROPERTY

The following real property situated in Shelby County, Alabama:

Lots 1A and 1B, according to the Final Plat of Balmoral Phase I, Resurvey No. 2, as recorded in Map Book 38, Page 32 in the Office of the Judge of Probate of Shelby County, Alabama.