FMONI11212008024703P

20081205000458350 1/2 $156.95
Shelby Cnty Judge of Probate,AL
12/05/2008 12:56:33PM FILED/CERT

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

James Woods Development, Inc.

P. O. Box 382226
Mailing Address

City	State	Zip
Birmingham	AL	3-5238

Mortgage and Security Agreement (as recorded):

Shelby
County of Record

Volume	Page
20080606000231290	1/2

06/06/2008
Date of Record

Frontier Bank
Instrument Prepared

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of Frontier Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]:

☒ Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:

A. Principal Sum of Indebtedness, as Recorded: $ 539,750.00

B. Increase in Principal Sum of Indebtedness: $ 95,250.00

C. Principal Sum of Indebtedness, as Amended $ 635,000.00

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement as it applies to the indebtedness identified therein as secured.

☐ Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

☐ Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

☐ Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this **21st** day of **November 2008**.

James Woods Development, Inc.

BY: [signature] 11/25/08

James W. Woods, Jr., President — Date

Date

Date

Date

Date

Date

Additional Terms on Reverse Side

ALAMSA Rev. (10/3/05)

20081205000458350 2/2 $156.95
Shelby Cnty Judge of Probate,AL
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CERTIFICATE

State of Alabama
County of Shelby

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is $539,750.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later that each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: James Woods Development, Inc.
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: Frontier Bank

Russell Scruggs

By: Russell Scruggs
Vice President
Title:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF ____________________

I, ________________________________, a Notary Public in and for said County, in said State, hereby certify that ________________________________, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ________________________________, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this ____________ day of ____________________.

____
Notary Public
My Commission expires: ____________________

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF ____________________

I, ________________________________, a Notary Public in and for said County, in said State, hereby certify that ________________________________, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ________________________________, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this ____________ day of ____________________.

____
Notary Public
My Commission expires: ____________________

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, Nikki Matherson, a Notary Public in and for said County, in said State, hereby certify that James W. Woods, JR, whose name as President, of James Woods Development Inc, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 25th day of November 2008

Nikki Matherson
Notary Public
My Commission expires:

Nikki Matherson
MY COMMISSION EXPIRES
OCTOBER 22, 2012

This Instrument Prepared By:
Frontier Bank
16863 Highway 280
Chelsea, AL 35043
Russell Scruggs, Vice President

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK PAGE