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Shelby Cnty Judge of Probate, AL  
06/23/2009 10:48:29 AM FILED/CERT

Prepared By:  
Brooks R. Smith, Esq.  
Bradley Arant Boult Cummings LLP (BRS)  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

After Recording Return To:  
New South Federal Savings Bank  
510 Lorna Square  
Birmingham, AL 35216  
Attn: Bonnie Martin

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AMENDMENT TO FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS AND  
LEASES AND SECURITY AGREEMENT**

**THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS AND  
LEASES AND SECURITY AGREEMENT** (this "Amendment") is dated effective as of the 19<sup>th</sup> day of  
June, 2009, by and between **NEW SOUTH FEDERAL SAVINGS BANK**, a federally chartered savings  
bank, hereinafter referred to as "Bank," and **AUTHENTIC BUILDING COMPANY, LLC**, an Alabama  
limited liability company hereinafter referred to as "Borrower" parties hereto.

**RECITALS:**

**WHEREAS**, Bank has made a loan to Borrower and is the sole holder and legal owner of a Promissory Note  
dated February 20, 2007 according to the terms of a Loan Agreement For Construction dated February 20,  
2007 (the "Loan Agreement") which is secured by that certain Future Advance Mortgage Assignment of Rents  
and Leases and Security Agreement (Alabama) dated February 20, 2007 and recorded as Instrument Number  
20070222000082870 in the Judge of Probate's Office of Shelby County, Alabama (the "Mortgage"); and

**WHEREAS**, the Mortgage secures an interest in that certain property located in Shelby County, Alabama,  
as more particularly described as Lots 722, 723 and 724, according to the Survey of the Final Plat of  
Riverwoods Brook Drive, Seventh Sector, Phase I, as set out in Map Book 35, Page 69, in the Probate Office  
of Shelby County, Alabama (the "Mortgaged Property"); and

**WHEREAS**, the portion of the Mortgaged Property known as Lot 723 has been released from the Mortgage;  
and

**WHEREAS**, Borrower has requested that Bank further release from the Mortgage the portion of the Mortgaged Property known as Lot 722 and substitute therein its place the property particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Replacement Property"), and

**WHEREAS**, the Borrower and Bank desire to amend the Mortgage as provided herein.

**NOW, THEREFORE**, in consideration of the premises and for other valuable consideration, the parties hereto agree as follows:

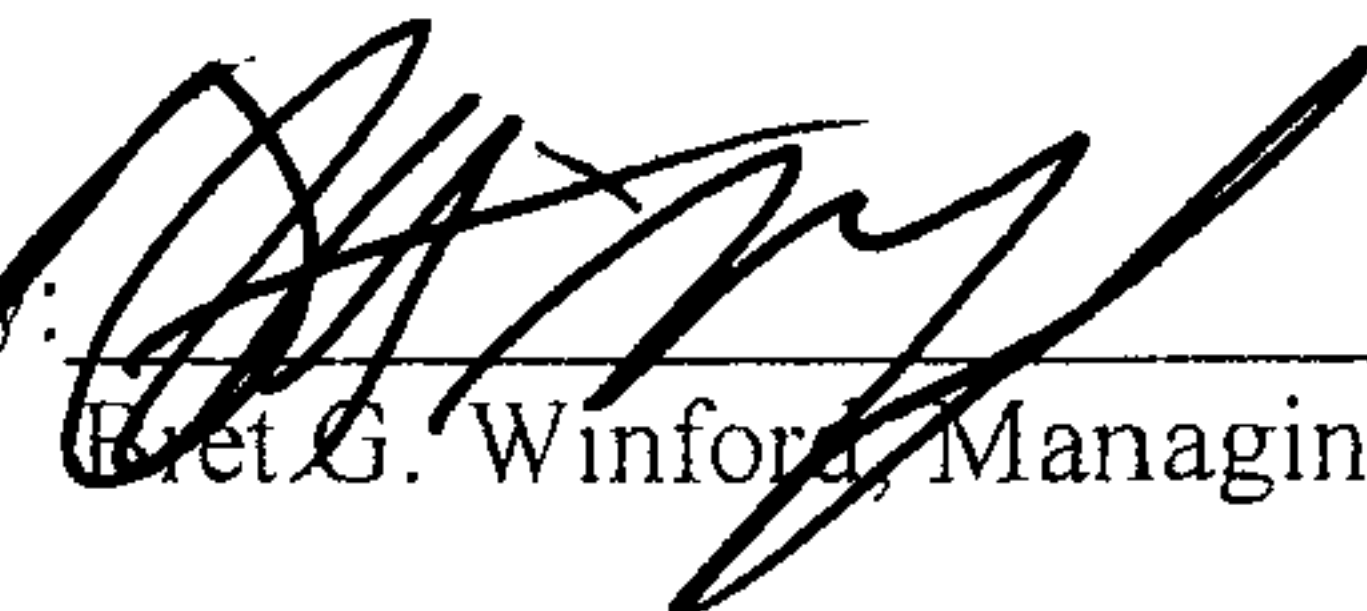
1. Mortgaged Property. The Mortgage, the Note and the Loan Agreement are hereby amended to provide notice that the Mortgaged Property be amended to include the Replacement Property as is more particularly described on **EXHIBIT A**, attached hereto.

2. Ratification. The Mortgage, the Note and the Loan Agreement are not amended in any other respect. Borrower affirms all duties and obligations to Bank under the Mortgage, the Note and the Loan Agreement as amended and Borrower affirms that no event has occurred and no claim, offset, defense, or other condition exists that would relieve them of any of its obligations to Bank under the Mortgage, the Note or the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment or caused this Amendment to be executed as of the date first written above.

**BORROWER:**

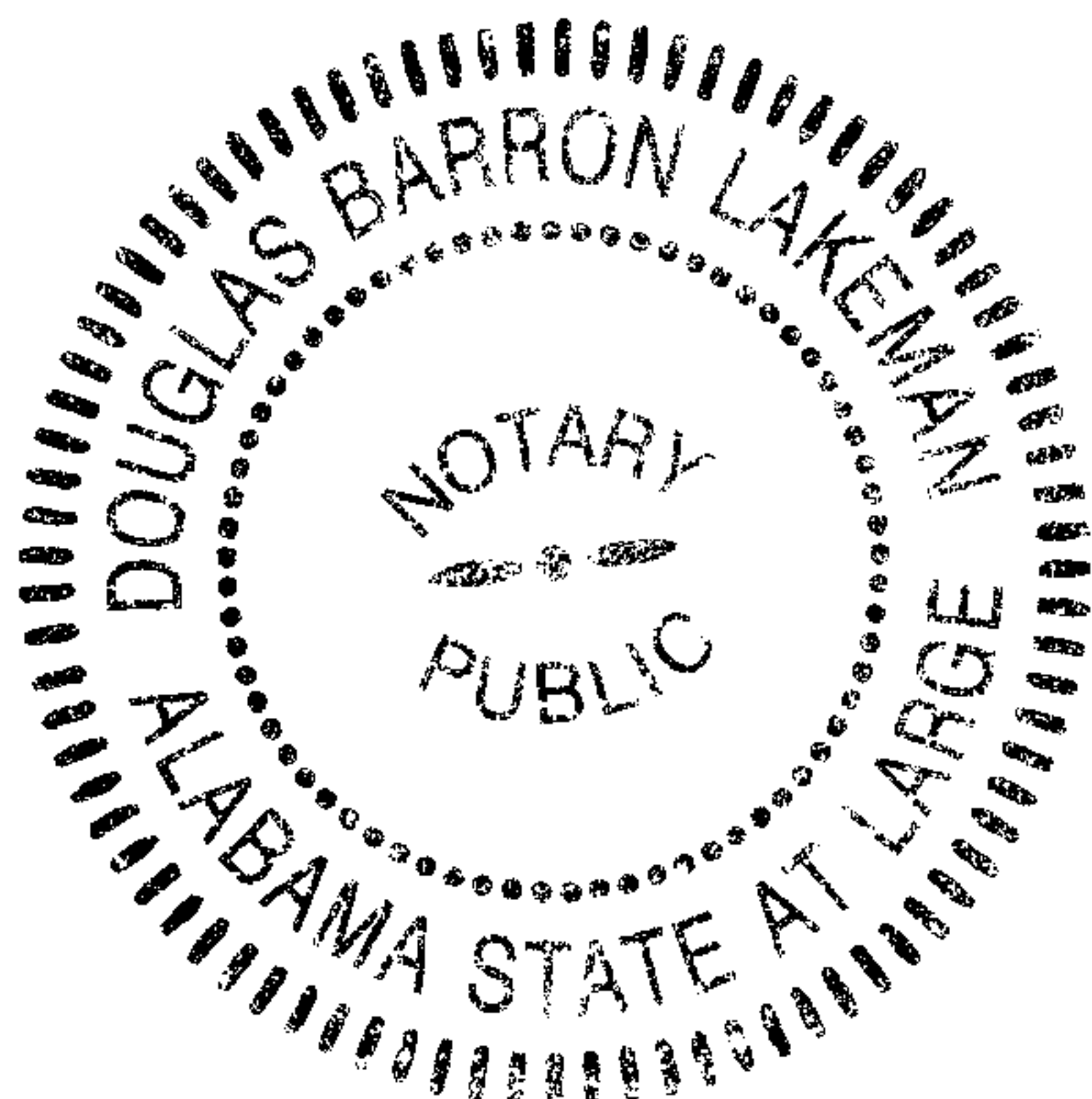
**AUTHENTIC BUILDING COMPANY, LLC**


By:   
Bret G. Winford, Managing Member

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Bret G. Winford, whose name as Managing Member of Authentic Building Company, LLC, an Alabama 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 of the foregoing instrument, he, as such Member, and with full authority, executed the same voluntarily for and as the act of the Authentic Building Company, LLC, an Alabama limited liability company, on the day the same bears date.

GIVEN UNDER MY HAND and official seal on this the 19th day of June, 2009.



  
Notary Public  
Printed Name of Notary: Douglas Barron Lakeman  
My Commission Expires: 3.3.12

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**Exhibit A**  
**Replacement Property**

Lot 1713, according to the Survey of Old Cahaba IV, 2<sup>nd</sup> Addition, Phase 6, recorded in Map Book 34, at Page 67, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama