


Tax \$560.00  
Recording \$20.00  
Total \$580.00

Mortgage Tax on \$840,000.00 paid on Instrument No. 20090625000245140. Mortgage Tax on additional amount of \$560,000 paid herewith.

  
20091019000392550 1/4 \$860.00  
Shelby Cnty Judge of Probate, AL  
10/19/2009 11:44:47 AM FILED/CERT

This instrument prepared by:  
Phillip D. Corley, Jr., Esq.  
Wallace, Jordan, Ratliff & Brandt, L.L.C.  
Post Office Box 530910  
Birmingham, Alabama 35253  
(205) 870-0555

STATE OF ALABAMA

SHELBY COUNTY

### MORTGAGE AND ASSIGNMENT MODIFICATION AGREEMENT

This Mortgage and Assignment Modification Agreement is made and entered into as of October 16, 2009, by and between **ISSIS AND SONS FURNITURE GALLERY, INC.**, an Alabama corporation (hereinafter called the "Mortgagor") and **COMPASS BANK**, an Alabama state banking corporation (hereinafter called the "Mortgagee").

#### RECITALS

Mortgagor entered into that certain Mortgage and Security Agreement (the "Mortgage") dated June 24, 2009 and recorded as instrument number 20090625000245140 in the Probate Office of Shelby County, Alabama and that certain Assignment of Leases, Rents and Profits (the "Lease Assignment") dated June 24, 2009 and recorded as instrument number 20090625000245150 in the Probate Office of Shelby County, Alabama.

Mortgagor has requested Mortgagee to increase the indebtedness secured by the Mortgage and Mortgagee is willing to do so upon condition that Mortgagor execute and deliver this Agreement.

NOW, THEREFORE, the parties hereby amend the Mortgage and Lease Assignment as follows:

1. In addition to the "Loan Documents" described in the Mortgage and Lease Assignment, the Mortgage shall secure Mortgagor's obligations under that certain Amended and Restated Promissory Note in the principal amount of \$1,400,000.00 of even date herewith executed and delivered by Mortgagor to Lender.

2. Mortgagor and Lender further certify that this amendment is being recorded in part as additional security for indebtedness secured by the Mortgage and Lease Assignment,

upon which mortgage recording privilege taxes have been paid, and that the amount of new indebtedness secured by the Mortgage and Lease Assignment, as hereby amended, is \$1,400,000.00.

3. Except as amended hereby, the Mortgage and the Lease Assignment shall remain in full force and effect in accordance with its terms.

**[NO FURTHER TEXT ON THIS PAGE]**



20091019000392550 2/4 \$860.00  
Shelby Cnty Judge of Probate, AL  
10/19/2009 11:44:47 AM FILED/CERT

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 16 day of October, 2009.

**MORTGAGOR:**

**Issis and Sons Furniture Gallery Inc.,**  
an Alabama corporation

By: \_\_\_\_\_

Steve Issis  
Its President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steve Issis, whose name as President of Issis and Sons Furniture Gallery 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 16 day of October, 2009.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

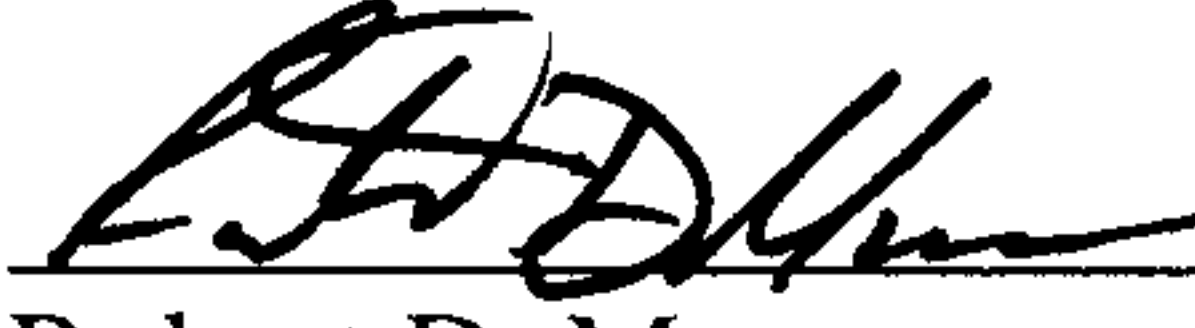
My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 14, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20091019000392550 3/4 \$860.00  
Shelby Cnty Judge of Probate, AL  
10/19/2009 11:44:47 AM FILED/CERT

MORTGAGEE:

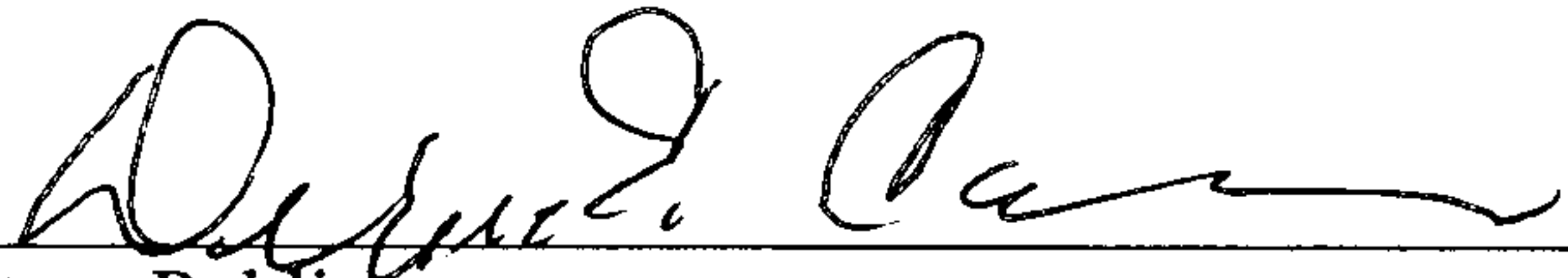
COMPASS BANK

By:   
Robert D. Moore  
Its: Officer

STATE OF ALABAMA                   )  
COUNTY OF JEFFERSON           )

I, undersigned, a Notary Public in and for said County in said State, hereby certify that Robert D. Moore, whose name as Officer, of COMPASS BANK, an Alabama state banking corporation, is signed to the foregoing instrument and is known to me, acknowledged before me on this day that, being informed of the contents of said 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 16<sup>th</sup> day of October, 2009

  
Notary Public

My commission expires: \_\_\_\_\_

[Notarial Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 14, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20091019000392550 4/4 \$860.00  
Shelby Cnty Judge of Probate, AL  
10/19/2009 11:44:47 AM FILED/CERT