


**This Instrument Prepared By:**

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20100413000112900 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/13/2010 01:45:16 PM FILED/CERT

**STATE OF ALABAMA**

**SHELBY COUNTY**

**MORTGAGE AMENDMENT, ACKNOWLEDGEMENT  
AND REAFFIRMATION AGREEMENT**

This Mortgage Amendment, Acknowledgement and Reaffirmation Agreement ("Agreement") is entered into as of the 9 day of April, 2010, by and between COMPASS BANK, an Alabama banking corporation ("Mortgagee"), and CHELSEA PARK LANDS, LTD., an Alabama limited partnership ("Mortgagor").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Leases and Security Agreement dated as of August 1, 2005, being recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20050826000442250 (the "Original Mortgage"); and

WHEREAS, on February 29, 2008, Mortgagee erroneously filed that certain Full Release of Recorded Lien being recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 2008030500009010 (the "Satisfaction"); and

WHEREAS, the Mortgage and the indebtedness secured by the Mortgage has not been so satisfied; and

WHEREAS, Mortgagor and Mortgagee wish to evidence the continued validity of the Mortgage.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby represent, warrant and agree as follows:

1. Mortgagee represents that it did not intend to execute and file the Satisfaction and that the same was executed and filed as a result of a clerical error.
2. Mortgagor and Mortgagee represent and warrant that the indebtedness secured by the Mortgage has not been satisfied.
3. Mortgagor hereby republish and reaffirm each and every representation, warranty, covenant, conveyance and agreement contained in the Mortgage and hereby reaffirm said Mortgage as of the original date thereof and as of the effective date thereof, and Mortgagor acknowledge the continuing validity of the Mortgage to the same extent as if said Satisfaction had not been executed and filed of record.

4. Except as set forth herein, the Mortgage and the Note (as defined in the Mortgage) shall not be amended or modified hereby and shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto caused this instrument to be executed as of the date first written above.

**MORTGAGEE:**

**COMPASS BANK**

By: [Signature]  
Its: SR Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

I, B Ann MOORE, a notary public in and for said county in said state, hereby certify that BEN C Hendrix, whose name as SR. VICE PRESIDENT 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 9th day of April, 2010.

B. Ann Moore  
Notary Public

NOTARIAL SEAL]

My commission expires: 11-6-10



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**MORTGAGOR:**

**CHELSEA PARK LANDS, LTD.**

By

Its:

Managing Member



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STATE OF ALABAMA

COUNTY OF Jefferson

I, Brandy K. Parsons f/k/a Brandy M. Kimbrell, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Managing Member of CHELSEA PARK LANDS, LTD., an Alabama limited partnership, 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 partnership.

Given under my hand and official seal this 9th day of April, 2010.

Brandy K. Parsons f/k/a Brandy M. Kimbrell  
Notary Public

NOTARIAL SEAL]

My commission expires: 4/4/14