

RECORDATION REQUESTED BY:

Compass Bank  
BHM RIVERCHASE  
1789 MONTGOMERY HIGHWAY  
BIRMINGHAM, AL 35244

20101214000420630 1/3 \$65.25  
Shelby Cnty Judge of Probate, AL  
12/14/2010 03:27:44 PM FILED/CERT

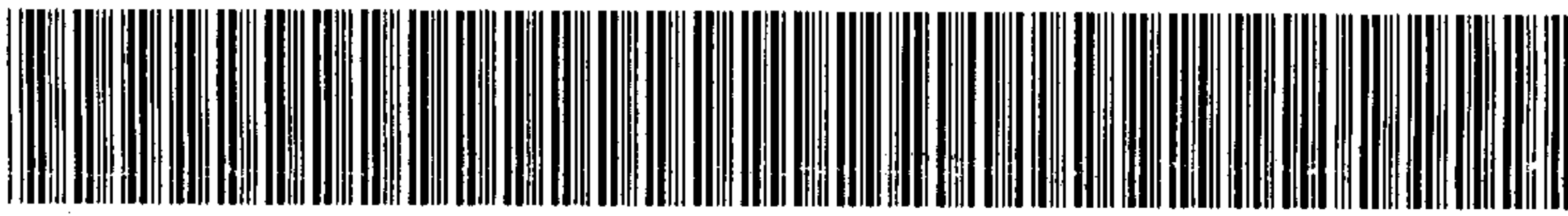
WHEN RECORDED MAIL TO:

Compass Bank, Attn: Loan Operations  
P. O. Box 10343  
Birmingham, AL 35203

Loan Balance \$31,420.22

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*07700000000000501569070ALS0740\*

THIS MODIFICATION OF MORTGAGE dated August 17, 2010, is made and executed between AUDIO VISUAL EXPRESS, INC. (referred to below as "Grantor") and Compass Bank, whose address is 1789 MONTGOMERY HIGHWAY, BIRMINGHAM, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2001 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED JANUARY 29, 2001 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA, UNDER INSTRUMENT #2001-03030.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ~~JEFFERSON~~ <sup>shelby</sup> County, State of Alabama:

SEE EXHIBIT "A"

The Real Property or its address is commonly known as 144 BUSINESS CENTER DR, BIRMINGHAM, AL 35244.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE MORTGAGE SECURES THE NOTE OR CREDIT AGREEMENT DATED JANUARY 25, 2011 FROM KAMBIZ ADELI ("BORROWER") TO LENDER (THE "NOTE"), WHICH IS BEING MODIFIED BY THE CHANGE IN TERMS AGREEMENT BETWEEN BORROWER AND LENDER DATED THE SAME DATE AS THIS MODIFICATION (THE "CHANGE IN TERMS AGREEMENT"). THE MORTGAGE, AS MODIFIED HEREBY, SHALL SECURE THE NOTE AS MODIFIED BY THE CHANGE IN TERMS AGREEMENT AND ANY AND ALL PREVIOUS AND FUTURE RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE NOTE. THE MATURITY DATE OF THE NOTE IS EXTENDED TO AUGUST 17, 2013 AS EVIDENCED BY THE CHANGE IN TERMS AGREEMENT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

DEFINED TERMS. Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 17, 2010.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

AUDIO VISUAL EXPRESS, INC.

By  (Seal)  
KAMBIZ ADELI, President of AUDIO VISUAL  
EXPRESS, INC.



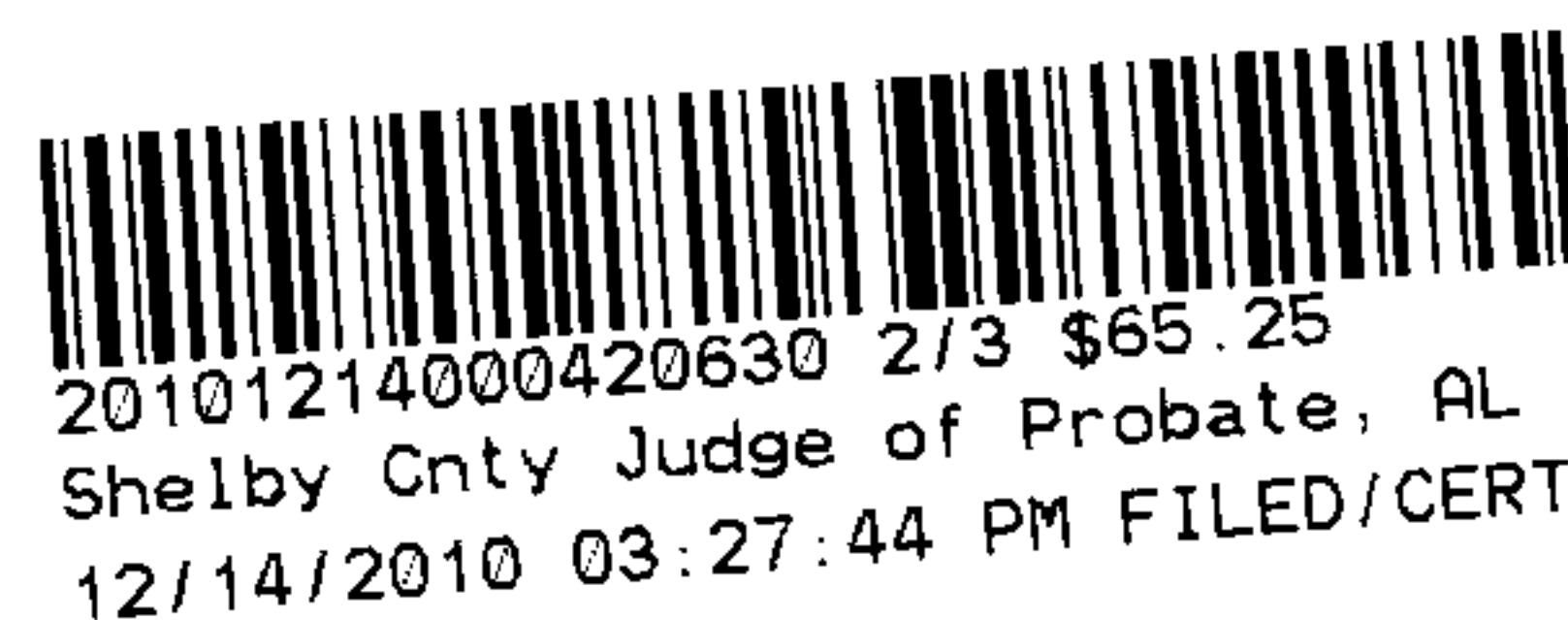
MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

COMPASS BANK

x Vicky Ligon (Seal)  
Authorized Signer  
Vicky Ligon VP



This Modification of Mortgage prepared by:

Name: KAREN E. HARRIS, COMPASS BANK EMPLOYEE  
Address: 401 WEST VALLEY AVENUE  
City, State, ZIP: HOMEWOOD, AL 35209

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KAMBIZ ADELI, President of AUDIO VISUAL EXPRESS, INC., a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, 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 17 day of August, 20 10.

MY COMMISSION EXPIRES JANUARY 25, 2012  
My commission expires \_\_\_\_\_

[Signature]  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Vicky Ligon whose name as VP of Compass Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such VP of Compass Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 17 day of August, 20 10.

MY COMMISSION EXPIRES JANUARY 25, 2012  
My commission expires \_\_\_\_\_

[Signature]  
Notary Public

EXHIBIT A

Description of Mortgaged Property

A parcel of land located in the East half of the Southwest quarter of Section 30, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the Northwest corner of said East half of said Southwest quarter; thence in a Southerly direction along the West line of said East half, a distance of 1185.11 feet to the Point of Beginning; thence continue along last described course, a distance of 208.66 feet; thence 87° 44' left, in an Easterly direction, a distance of 280.97 feet to a point on the Westerly right of way line of Business Center Drive; thence 92° 16' left, in a Northerly direction along said right of way line, a distance of 208.66 feet; thence 87° 44' left, in a Westerly direction, a distance of 280.97 feet to the Point of Beginning, said parcel being located in the Valleydale Business Center as recorded in Map Book 8, page 170 in the Office of the Judge of Probate in Shelby County, Alabama.



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