

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Jennifer Powell Miller  
Balch & Bingham LLP  
1901 6th Avenue North  
Suite 1500  
Birmingham, Alabama 35203

MORT 542 88  
Recorded In Above Book and Page  
01/08/2010 12:04:51 PM  
Sheila G. Moore  
Probate Judge  
Winston County, AL

Mortgage Tax	1369.33
Recording Fee	15.00
TOTAL	1384.33

STATE OF ALABAMA )

WINSTON COUNTY )

**AMENDMENT TO MORTGAGE**

This Amendment to Mortgage dated as of the 10 day of December, 2009, is executed by **SOUTHSHORE DEVELOPMENT, LLC**, an Alabama limited liability company (the "Borrower"), as mortgagor, in favor of **COMPASS BANK**, an Alabama banking corporation (the "Lender"), as mortgagee.

**Recitals**

**WHEREAS**, Borrower is indebted to Lender as evidenced by a Promissory Note dated April 15, 2005 in the principal amount of \$900,000.00 (as amended, the "Note"), and secured by a Mortgage, granted to the Lender dated as of April 15, 2005, recorded in the Office of the Judge of Probate of Winston County, Alabama under MORT BK 471, Page 297 (the "Mortgage").

**WHEREAS**, the Mortgage secured an original principal amount of \$900,000.00 (such amount being comprised of one loan, represented by the Note) and all other indebtedness recited in the Mortgage.

**WHEREAS**, the Mortgage was amended by that certain Modification to Mortgage dated June 23, 2005 and recorded in MORT BK 474, Page 423;

**WHEREAS**, the Mortgage was amended by that certain Modification to Mortgage dated May 25, 2007 and recorded in MORT BK 507, Page 162 to secure a principal amount of \$690,000.00;

**WHEREAS**, Borrower and Lender have agreed that the Mortgage shall secure an additional \$222,802.24 in principal.

**WHEREAS**, Borrower and Lender desire to amend the terms of the Mortgage as set forth herein.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing Recitals and for other good and valuable consideration, the Borrower agrees with Lender as follows:

Rec. Fee 15.00  
Mort Tax: 1,369.33  
1,384.33

1. All other provisions of the Mortgage shall remain in full force and effect, except for the following:

- (i) The amount of indebtedness secured by the Mortgage shall be changed to "\$912,802.24".
- (ii) The "MAXIMUM LIEN" section is hereby deleted its entirety and the following sentence is substituted in place thereof:  
  
"MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$912,802.24."
- (iii) The clause ", as increased to \$912,802.24" shall be inserted in the definition of "Note" between "dated April 15, 2005" and "together with all renewals".
- (iv) Any and all references to the maturity date of the Mortgage shall be deleted.

2. All references in the other Loan Documents to the Mortgage shall mean the Mortgage, as amended hereby.

3. Each of the Loan Documents shall be deemed amended to the extent necessary to carry out the intent of this Agreement.

4. Except as modified herein, all other terms and conditions of the Loan Document shall remain in full force and effect.

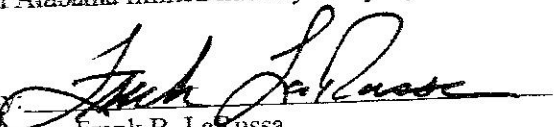
5. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Mortgagor in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor therein.

6. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary or produce for account for more than one such counterpart, and counterpart pages may be combined into one single document.

~~IN WITNESS WHEREOF~~, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

**BORROWER:**

**SOUTHSHORE DEVELOPMENT, LLC,**  
an Alabama limited liability company


By:   
Name: Frank B. LaRussa  
Its: Manager

STATE OF ALABAMA

COUNTY OF Coushataway

I, Frank B. LaRussa, a Notary Public in and for said County in said State, hereby certify that Frank B. LaRussa, whose name as Manager of **SOUTHSHORE DEVELOPMENT, 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 instrument, he, as such Manager and with full authority executed the same voluntarily for and as the act of said limited liability company.~~

Given under my hand and official seal of office this 12 day of December, 2009.

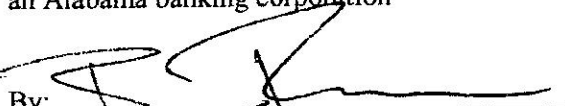
  
Notary Public

MORT 542 887

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

**LENDER:**

**COMPASS BANK,**  
an Alabama banking corporation

By:   
Name: Ryan Rance  
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

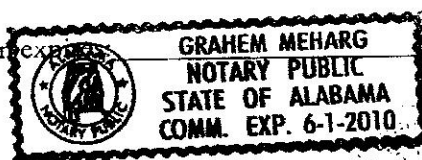
I, Graham Meharg, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **COMPASS BANK**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such \_\_\_\_\_ and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 10 day of DECEMBER, 2009.

  
Notary Public

[NOTARY SEAL]

My commission expires



STATE OF ALABAMA     )  
                                      )  
WINSTON COUNTY        )

This Document Prepared By:  
Jeremy L. Retherford  
Balch & Bingham LLP  
Post Office Box 306  
Birmingham AL 35201-0306

**FULL RELEASE AND SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned **Compass Bank**, an Alabama banking corporation doing business as BBVA Compass ("**Compass**"), as mortgagee, hereby releases and satisfies that certain mortgage dated **April 15, 2005**, executed by **Southshore Properties, LLC** in favor of Compass, recorded in the Office of the Judge of Probate of Winston County, Alabama (the "**Probate Court**") in **Volume 471, Page 297** as modified by that certain Modification of Mortgage dated **June 23, 2005**, recorded the Probate Court in **Volume 474, Page 423**, as modified by that certain Modification of Mortgage dated **May 27, 2007**, recorded in the Probate Court in **Volume 507, Page 162**, as amended by that certain Amendment to Mortgage dated **December 10, 2009**, recorded in the Probate Court **Volume 542, Page 884**.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be executed on the 5<sup>th</sup> day of July, 2011.

**COMPASS BANK, an Alabama banking corporation**

By: 

Print Name: **Ryan Ramage**

Its: **Vice-President**

13<sup>th</sup>

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

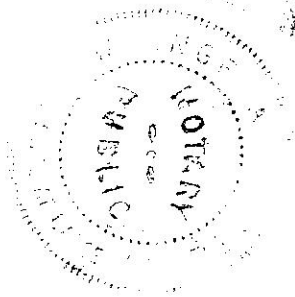
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ryan Ramage, whose name as Vice-President for Compass Bank, an Alabama banking corporation doing business as BBVA Compass, is signed to the foregoing Full Release and Satisfaction of Mortgages, and who is known to me, personally appeared before me this day and acknowledged before me on this day that, being informed of the contents of same, he, with full authority, executed the same voluntarily on the day the same bears date.

Witness my hand and official seal, this the 5<sup>th</sup> day of July, 2011

Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires  
February 20, 2013



#	461145
Posted by:	Checked by:

**ARTICLES OF ORGANIZATION  
OF  
SOUTHSHORE DEVELOPMENT, LLC**

The undersigned for the purpose of forming a limited liability company under Title 10, Chapter 12 of the Code of Alabama, as amended (Limited Liability Company Act), hereby file the following Articles of Organization with the Probate Judge of the county in which the initial registered office of the limited liability company will be located and affirm that the facts stated in these Articles of Organization are true and correct:

**ARTICLE I**

**NAME OF COMPANY:** The name of the limited liability company is Southshore Development, LLC (the "Company").

**ARTICLE II**

**DURATION:** The period of the Company's duration is perpetual.

**RECEIVED**

MAR 7 2005

**ARTICLE III**

SECRETARY OF STATE

**PURPOSES:** The purposes for which the Company is organized are as follows:

1. The Company shall have all the powers vested in a limited liability company organized and existing by virtue of the laws of the State of Alabama;
2. To purchase, develop, own, sell, manage, or lease any real estate, personal property, or improvements.

STATE OF ALABAMA, CULLMAN COUNTY

I, Betty Brewer, Judge of Probate in and for said County and State, hereby certify that the within and foregoing is a true and correct copy as the same appears of record in this office.

Witness my hand and official seal this 16

day of February, 2005

Betty Brewer  
Judge of Probate

Recorded in INC BK 37 PG 594, 02/16/2005 01:30:42 PM Recording Fee 79.50, TOTAL 79.50  
Betty Brewer, Probate Judge, Cullman

INC 37 595

#### ARTICLE IV

**REGISTERED OFFICE AND AGENT FOR SERVICE OF PROCESS:** The location and mailing address of the initial registered office of the Company shall be 2731 County Road #223, Cullman, Alabama 35057. The initial registered agent for service of process at the foregoing address shall be Frank La Russa.

#### ARTICLE V

1. **INITIAL MEMBERS:** The names and mailing addresses of the initial members of the Company are as follows:

Frank La Russa  
2731 County Road #223  
Cullman, Alabama 35057

Alfred W. Seier III  
7091 Bethel Rd.  
Dora, Alabama 35062

Daryl Ford  
7548 County Road 1043  
Vinemont, AL 35179

#### ARTICLE VI

**ADDITIONAL MEMBERS:** Additional members may be admitted but only upon the unanimous written consent of the then existing members.

#### ARTICLE VII

**CONTINUITY OF BUSINESS:** Upon the death, retirement, resignation, expulsion, bankruptcy, or dissociation of a member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not result in the dissolution of the Company.



INC 37 596

ARTICLE VIII

**MANAGEMENT;** The Company shall be managed by a manager or managers. The names and mailing addresses of the managers who are to serve as managers until the first annual meeting of the members or until their successors are duly elected and qualified are as follows:

Frank La Russa  
2731 County Road #223  
Cullman, Alabama 35057

Alfred W. Seier III  
7091 Bethel Rd.  
Dora, Alabama 35062

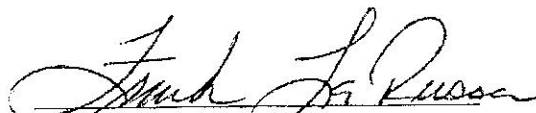
Daryl Ford  
7548 County Road 1043  
Vinemont, AL 35179

ARTICLE IX

**PRINCIPAL PLACE OF BUSINESS:** The principal place of business in the State of Alabama for the Company is 2731 County Road #223, Cullman, Alabama 35057.

IN WITNESS WHEREOF, the undersigned, constituting all the members of the Company, have executed these Articles of Organization on the 16 day of February, 2005.

MEMBERS

  
Frank La Russa

  
Witness

Alfred W. Seier

Alfred W. Seier III

Paul J. Russell

Witness

Daryl Ford

Daryl Ford

Paul J. Russell

Witness