

RECORDATION REQUESTED BY:

SouthTrust Bank
Office Park Office
100 Office Park Drive
P. O. Box 2554
Birmingham, AL 35223

20030929000651760 Pg 1/3 47.15
Shelby Cnty Judge of Probate,AL
09/29/2003 09:44:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

SouthTrust Bank
RLPC - North Alabama A-001-LO-0111
6434 1st Avenue North
Birmingham, AL 35212

SEND TAX NOTICES TO:

WADDELL BROTHERS, LLC
1955 MCCAIN PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0741000151800000000018000128

THIS MODIFICATION OF MORTGAGE dated September 10, 2003, is made and executed between WADDELL BROTHERS, LLC, (Parcel I), Tommy F. Waddell, Mark A. Waddell and Scott P. Waddell, (Parcels II and III) (referred to below as "Grantor") and SouthTrust Bank, whose address is 100 Office Park Drive, P. O. Box 2554, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 24, 1997 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

a \$450,000.00 Mortgage recorded in Instrument # 1998-01395 on January 14, 1998; Mortgage Modification dated June 18, 1998, recorded in Instrument #1998-25731; and Mortgage Modification to increase Mortgage from \$450,000.00 to \$479,936.00 dated June 28, 2001, .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1955 McCain Pkwy, Pelham, AL 35124.

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

This Mortgage is hereby modified to increase the Mortgage to \$500,000.00 AND ALSO to change ownership of the property FROM Tommy F. Waddell, a single man, Mark A. Waddell, a single man, and Scott P. Waddell, a married man TO Waddell Brothers, LLC.

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. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2003.

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:

WADDELL BROTHERS, LLC

By: Tommy F. Waddell (Seal)
Tommy F. Waddell, Member of WADDELL BROTHERS, LLC

LENDER:

x Mary Wade (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: MARY WADE, FINANCIAL CENTER ASSISTANT MANAGER
Address: 100 Office Park Drive
City, State, ZIP: Birmingham, AL 35223



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Loan No: 000000018

**MODIFICATION OF MORTGAGE
(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Tommy F. Waddell, Member of WADDELL BROTHERS, LLC**, a limited liability company, 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, he or she, as such member 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 this 11th day of September, 2003.

[Signature]
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

EXHIBIT "A"

Legal Description:

PARCEL I:

A parcel of land in the East ½ of the East ½ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said Section 25; thence run South along the East section line 1064.60 feet; thence turn 90 deg. 00 min. 00 sec. right and run West 170.00 feet; thence turn 90 deg. 00 min. 00 sec. left and run South 105.73 feet to the point of beginning; thence continue last course 139.35 feet; thence turn 90 deg. 00 min. 00 sec. right, and run West 314.42 feet to a point on the East right of way of McCain Parkway; thence turn 91 deg. 32 min. 11 sec. right and run North along said right of way 139.40 feet; thence turn 88 deg. 27 min. 49 sec. and run East 310.68 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

Commence at the SE Corner of the NE ¼ of the NE ¼, Section 25, Township 20 South, Range 3 West and run west along southern line of said ¼ - ¼ Section 484.42'; thence right 91 deg. 32' 11" and run 139.4' to the Point of Beginning; thence continue along last described course 100.0'; thence right 88 deg. 27' 49" and run 125.0'; thence left 74 deg. 27' 06" and run 179.08'; thence right 68 deg. 08' 15" and run 71.76'; thence right 30 deg. 46' 31" and run 55.67'; thence right 30 deg. 13' 43" and run 55.67'; thence right 30 deg. 13' 43" and run 57.06'; thence right 35 deg. 18' 32" and run 105.05'; thence right 90 deg. and run 20.0'; thence left 90 deg. and run 105.73'; thence right 90 deg. and run 310.68' to the Point of Beginning.

PARCEL III:

A tract of land situated in the NE ¼ of the NE ¼ of Section 25, Township 20 South, Range 3 West, being more particularly described as follows: Commence at the SE corner of the NE ¼ of

the NE ¼ of Section 25, Township 20 South, Range 3 West and run Westerly along the South line of said ¼ - ¼ Section, 484.42 feet to a point on the Eastern Right-of-Way of McCain Parkway; thence turn right 91 deg. 32 min. 11 sec. and run along said Right-of-Way, 239.40 feet to the point of beginning; thence continue along last described course along said Right-of-Way, 96.11 feet to a point on the south line of a 30 foot easement; thence turn right 78 deg. 19 min. 01 sec. and run along said easement, 29.05 feet; thence turn left 16 deg. 33 min. 14 sec. and run along said easement 158.76 feet; thence turn right 132 deg. 14 min. 56 sec. and run 179.76 feet; thence turn right 132 deg. 14 min. 56 sec. and run 179.08 feet; thence turn right 74 deg. 27 min. 06 sec. and run 125.00 feet to the point of beginning; being situated in Shelby County, Alabama.