

This instrument was prepared by

First National Bank of Shelby County (name)

Columbiana, AL 35051 (address)

\_\_\_\_\_ State of Alabama \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

## MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 10-26-2004.

The parties and their addresses are:

**MORTGAGOR:** C J Builders, Inc., a corporation  
159 Spring Valley Drive  
Chelsea, AL 35043

**LENDER:** First National Bank of Shelby County  
Organized and existing under the laws of the United States of America  
P.O. Box 977  
Columbiana, AL 35051  
[REDACTED]

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 06-08-2004 and recorded on 06-10-2004. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 20040610000315140. The property is located in Shelby County at 1804 Hardwood View Drive, Birmingham, AL 35242.

Described as:

Lot 37, according to the map or survey of The Cove of Greystone, Phase II, as recorded in Map Book 29, Page 136 A & B, in the Probate Office of Shelby County, Alabama.

**MODIFICATION.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Promissory note executed June 8, 2004 in the amount of \$315,000.00 and Modification of said note increasing to \$336,000.00 executed simultaneously herewith.

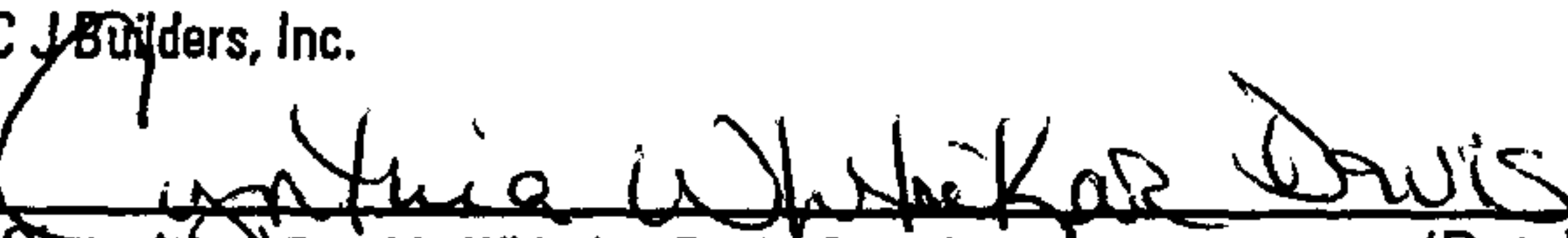
20041102000603690 Pg 2/2 48.50  
Shelby Cnty Judge of Probate, AL  
11/02/2004 14:44:00 FILED/CERTIFIED

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$336,000.00 ☒ which is a \$21,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

C J Builders, Inc.  
 (Seal)  
(Signature) Cynthia Whitaker Davis, President (Date)

 (Seal)  
(Signature) John W. Davis, II, Secretary (Date)

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(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

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(Signature) (Date) (Seal)

\_\_\_\_\_  
(Witness as to all signatures)


\_\_\_\_\_  
(Witness as to all signatures)

**ACKNOWLEDGMENT:**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public in and for said County in said State do hereby certify that Cynthia Whitaker Davis, as President and John W. Davis, II as Secretary of C J Builders, Inc. , whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance he, in his capacity of President, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this, the 26th day of October, 2004.

  
Notary Public

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