

61.50
17.00
78.50



20051017000540100 1/3 \$78.50
Shelby Cnty Judge of Probate, AL
10/17/2005 01:58:53PM FILED/CERT

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This instrument was prepared by Beverly Billingsley, CapitalSouth Bank, PO Box 59587, Birmingham, Alabama 35209

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 5, 2005. The parties and their addresses are:

MORTGAGOR:

BJB CONSTRUCTION AND DEVELOPMENT L.L.C.

A Limited Liability Company

2310 13TH STREET

TUSCALOOSA, Alabama 35401

LENDER:

CAPITALSOUTH BANK

COMMERCIAL LOAN DEPARTMENT

Organized and existing under the laws of Alabama

2340 Woodcrest Place

Birmingham, Alabama 35209

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 01/05/2005 and recorded on 01/14/2005 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTR#20050114000024100 and covered the following described Property:

LOT 15, ACCORDING TO THE SURVEY OF WILMINGTON PLACE, AS RECORDED IN MAP BOOK 29, PAGE 98 AND AMENDED IN MAP BOOK 30, PAGES 23 & 23A, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS MORTGAGE IS TO AMEND AND MODIFY THAT CERTAIN MORTGAGE BY BANK OF ALABAMA DATED 01/05/2005 AND FILED OF RECORD ON 01/14/2005 IN INSTR#20050114000024100, NOW TO INCREASE THE LOAN AMOUNT FROM \$457,500.00 TO \$498,500.00. TAXES BEING PAID ON \$41,000.00.

The property is located in SHELBY County at LOT 15 WILMINGTON PLACE, BIRMINGHAM, Alabama 35242.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

BJB CONSTRUCTION AND DEVELOPMENT L.L.C.

Alabama Real Estate Modification

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Initials *SB*
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A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$498,500.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 63745, dated October 5, 2005, from Mortgagor to Lender, with a loan amount of \$498,500.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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

MORTGAGOR:

BJB CONSTRUCTION AND DEVELOPMENT L.L.C.

By RENAISSANCE PROPERTY COMPANY, L.L.C., MANAGER

By STEVEN E BARR (Seal)
STEVEN E BARR, MANAGING MEMBER

LENDER:

CapitalSouth Bank
Commercial Loan Department

By MIKE MOERS (Seal)
Mike Moers, Vice President

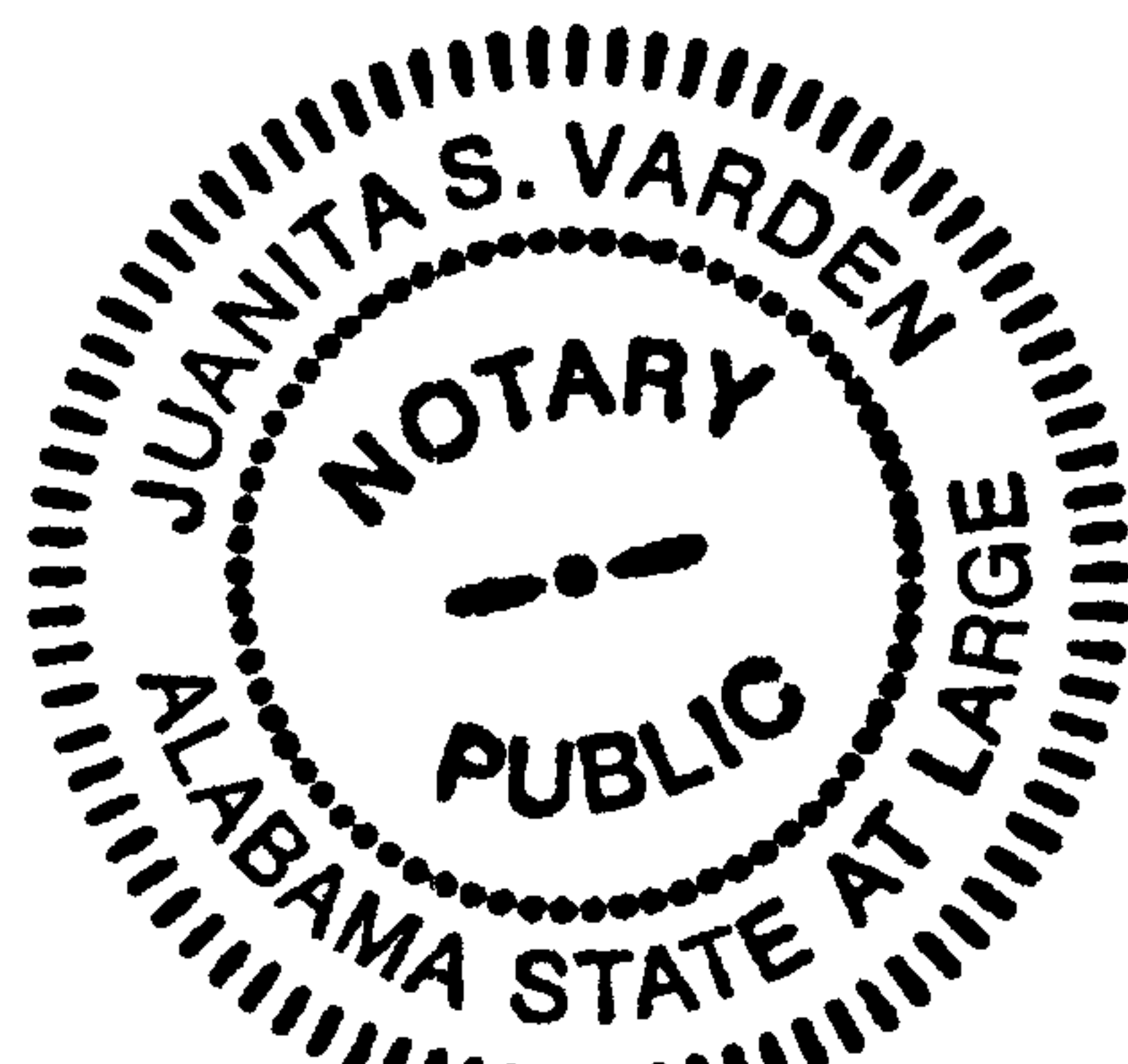


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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that STEVEN E BARR, whose name as MANAGING MEMBER OF RENAISSANCE PROPERTY COMPANY, L.L.C., MANAGER OF BJB CONSTRUCTION AND DEVELOPMENT L.L.C., a 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 said document, he, as such officer and with full authority, executed the same for and as the act of said corporation as managing member of said limited liability company.

Given under my hand and official seal this 5th, day of October, 2005.



STATE OF ALABAMA)
SHELBY COUNTY)

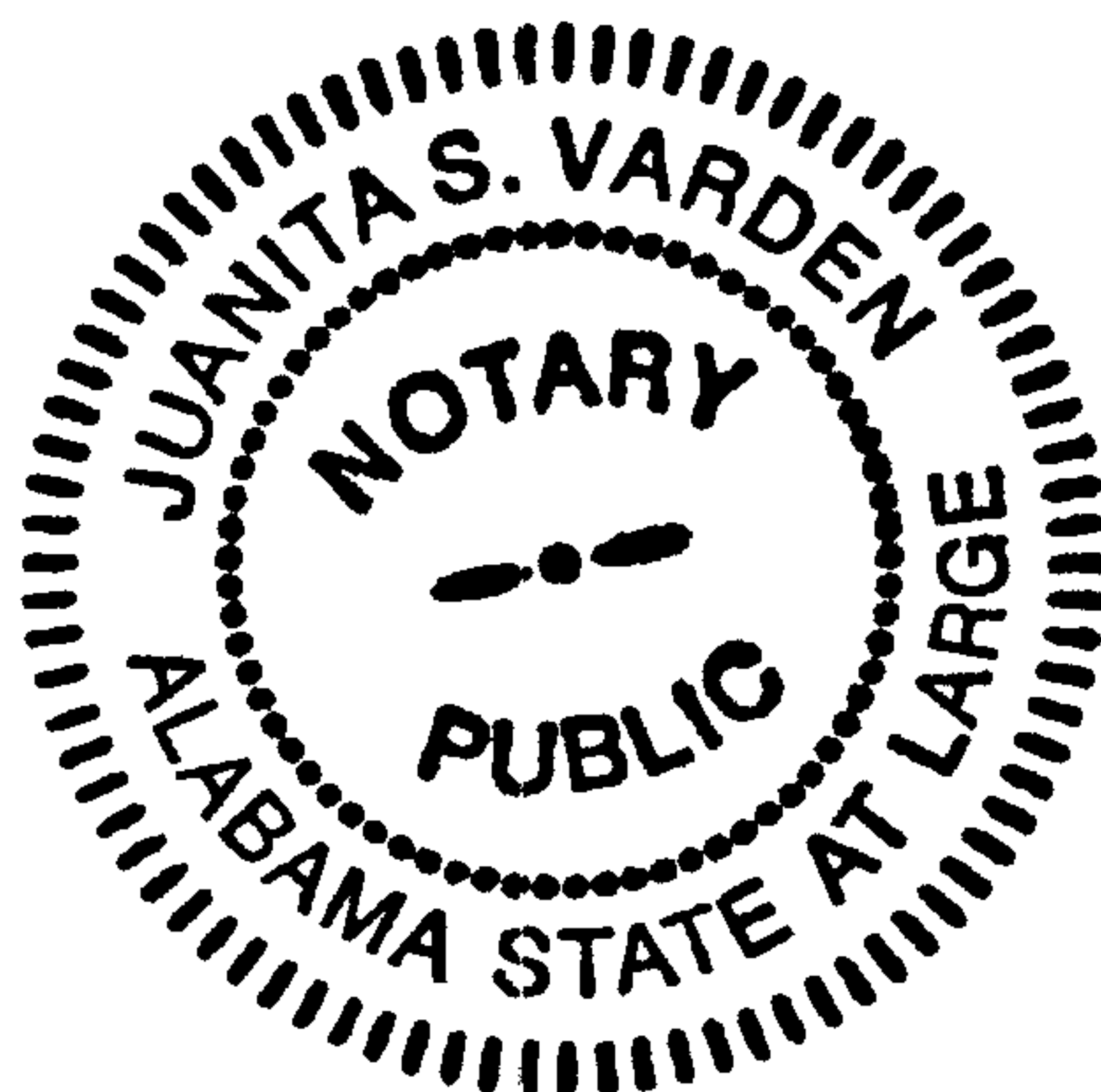
Juanita S Varden

Notary Public

My Commissions Expires: 8-16-2006

I, the undersigned Notary Public in and for said County in said State, hereby certify that MIKE MOERS, whose name as Vice President of CapitalSouth Bank, Woodcrest Office, a corporation, is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he/she, as such officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 5th, day of October, 2005.



Juanita S Varden

Notary Public

My Commissions Expires: 8-16-2006