



20080814000327320 1/2 \$239.00  
Shelby Cnty Judge of Probate, AL  
08/14/2008 12:10:00PM FILED/CERT

**WHEN RECORDED MAIL TO:**

Colonial Bank  
Business Banking Center  
P.O. Box 32845  
Palm Beach Gardens, FL 33420

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 12, 2008, is made and executed between Kevin Miller Development, Inc., an Alabama Corporation (referred to below as "Grantor") and Colonial Bank, whose address is 2501 20th Place South, Birmingham, AL 35223 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 12, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded February 9, 2007, Instrument number 20070209000061680, in the Probate Office of Shelby County Alabama.

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

Lot 3A, according to the survey of Miller's Addition to Helena being a Resurvey of Lots 2 and 3 Springtime, as recorded in Map Book 32, Page 144, in the Probate Office of Shelby County, Alabama. Together with 30 foot easment for ingress/egress as shown by Map Book 32, Page 144, recorded in Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as Helena, AL.

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

Principal balance of \$50,000.00 is hereby increased by \$150,000.00 for a new total indebtedness of \$200,000.00

**MORTGAGE TAX IN THE AMOUNT OF \$75.00, WAS PAID WITH THE ORIGINAL MORTGAGE DATED 01/12/07, RECORDED ON 02/09/07, MORTGAGE TAX FOR AND INCREASE OF \$150,000.00 IN THE AMOUNT OF \$225.00 ARE PAID HEREWITH THIS MODIFICATION OF MORTGAGE.**

**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 AUGUST 12, 2008.**

**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:**

KEVIN MILLER DEVELOPMENT, INC

  
By: Kevin M. Miller, President of Kevin Miller Development, Inc. (Seal)

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1014422

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LENDER:

COLONIAL BANK

X Lamar Guthrie (Seal)

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This Modification of Mortgage prepared by:

Name: Mayra Terrero, Loan Closing Specialist III  
Address: 2501 20th Place South  
City, State, ZIP: Birmingham, AL 35223

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kevin M. Miller, President of Kevin Miller Development, 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 12<sup>th</sup> day of August, 2008  
Mayra Terrero  
Notary Public

My commission expires 4-22-10

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lamar Guthrie whose name as S.V.P. of Colonial 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 of Colonial Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of August, 2008  
Mayra Terrero  
Notary Public

My commission expires 4-22-10