

**RECORDATION REQUESTED BY:**

The Money Store Commercial Mortgage Inc.  
P.O. Box 162247  
Sacramento, CA 95816-2247

**WHEN RECORDED MAIL TO:**

TMSIC/TMSCMI  
P.O. Box 15143  
Sacramento, CA 95851

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED 8-7-98, BETWEEN Karsons International, Inc. (referred to below as "Grantor"), whose address is 325 Highway 304, Calera, AL 35040; and The Money Store Commercial Mortgage Inc. (referred to below as "Lender"), whose address is P.O. Box 162247, Sacramento, CA 95816-2247.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 16, 1997 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

recorded December 17, 1997 as Instrument Number 1997-40931, in the Office of the Judge of Probate of Shelby County, State of Alabama

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

See Exhibit "A", attached hereto and incorporated herein by this reference.

The Real Property or its address is commonly known as **325 Highway 304, Calera, AL 35040.**

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

The amount of the Note is increased from \$656,865.00 to \$706,865.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

Karsons International, Inc.

By: 

Nouman Akbar Malik, President/Secretary

**LENDER:**

The Money Store Commercial Mortgage Inc.

By: 

Authorized Officer

Inst # 1998-32356  
08/20/1998-32356  
08:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 91.00

MODIFICATION OF MORTGAGE  
(Continued)

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Loan No 510283120

This Modification of Mortgage prepared by: X

Name of Signer: Nina Walters, Construction Loan Processor

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Nouman Akbar Malik, President/Secretary, of Karsons International, 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

19<sup>th</sup> day of August, 19 98.

[Signature]  
Notary Public

My commission expires

1-5-99

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 \_\_\_\_\_,  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

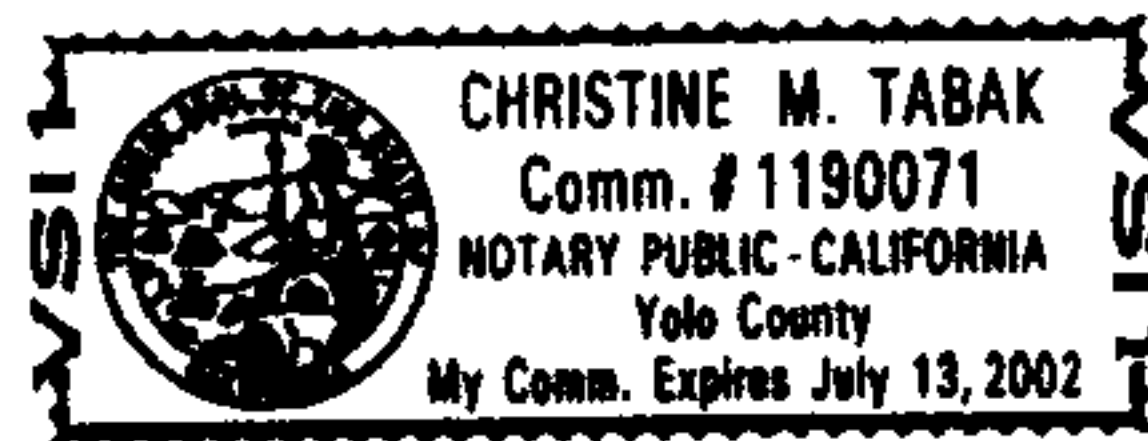
My commission expires \_\_\_\_\_

STATE OF California  
COUNTY OF Yolo

On August 10, 1998, before me, Christine M. Tabak, personally appeared **Natalie Trost** personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Christine M. Tabak  
Christine M. Tabak, Notary Public



OPTIONAL

**Capacity Claimed by Signer**

- ☐ Individual  
☒ Corporate Officer

Title(s): Assistant Vice President

- ☐ Partners      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other : \_\_\_\_\_

Signer is Representing:

**The Money Store Commercial Mortgage  
Inc.**

**Description of Attached Document**

Title or Type of Document:  
**Modification of Mortgage**

Number of Pages:

Date of Document:

Signer(s) Other Than Named Above:

**EXHIBIT "A"**

All that tract or parcel of land being situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 22 South, Range 2 West, described as follows: Beginning at the Northeast corner of Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ , Section 4, Township 22 South, Range 2 West, run thence South 0 deg. 48 min. 37 sec. West 260 feet to a point on the state fence; thence Northwest along state fence 130 feet to a point; thence North 20 deg. 23 min. 02 sec. West 348.94 feet to a concrete right of way monument on U. S. 31; thence North 4 deg. 33 min. 04 sec. East 135.34 feet to a concrete right of way marker; thence North 9 deg. East 284.30 feet to a point; thence South 64 deg. 56 min. 47 sec. East 1127.64 feet to a point; thence North 12 deg. 34 min. 37 sec. East 51.21 feet to a point; thence North 82 deg. 26 min. 37 sec. East 320 feet to a point; thence South 68 deg. 53 min. 23 sec. East 119.34 feet to a point; thence South 0 deg. 48 min. 37 sec. West 160.34 feet to a point; thence South 38 deg. 48 min. 21 sec. West 387.66 feet to a point on a paved road; thence Northwest along road approximately 925 feet to a point; thence North 89 deg. 25 min. 24 sec. West 295.51 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following parcel of land:

Begin at the Northeast corner of Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 4, Township 22 South, Range 2 West, run thence South 0 deg. 48 min. 37 sec. West 260 feet to a point on the State fence; thence Northwest along state fence 130 feet to a point; thence North 20 deg. 23 min. 02 sec. West 348.94 feet to a concrete right of way monument on the South line of an unnamed county road; thence in a southeasterly direction along the South line of said unnamed county road to a point where it intersects with the North line of the Southeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of said Section 4; thence North 89 deg. 25 min. 24 sec. West 295.51 feet along said North line of Southeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  to the point of beginning; being situated in the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ ; Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

ALSO KNOWN AS Lots 1 through 9, inclusive, according to the map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.

*A. J. W.*

Inst # 1998-32356

08/20/1998-32356  
08:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 91.00