

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

#1303309-0001

Inst # 1998-46621

11/23/1998-46621
02:44 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 21, 1998, BETWEEN Silver Leaf, LLC (referred to below as "Grantor"), whose address is P. O. Box 575, Helena, AL 35080; and Regions Bank (referred to below as "Lender"), whose address is 2964 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 26, 1997 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

recorded on 12/2/97 in Inst. #1997-39129 in the Probate Office of Shelby County, Alabama.

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

see attached Exhibit "A" for legal

The Real Property or its address is commonly known as County Road 72, Pelham, AL 35124.

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

Principal balance increases of \$408,000.00 from \$1,100,000.00 to 1,508,000.00.

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:

Silver Leaf, LLC

By: John R. Crawford (SEAL)

John R. Crawford, Manager

By: Dan Taylor (SEAL)

Dan Taylor, Manager

United Homebuilders, Inc.

By: Leonard W. Coggins (SEAL)

Leonard W. Coggins, Manager

By: David E. Jones (SEAL)

David E. Jones, Manager

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: Louise Holland
Address: P. O. Box 216
City, State, ZIP: Pelham, Alabama 35124

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 John R. Crawford, Manager of Silver Leaf, LLC; Leonard W. Coggins, Manager of Silver Leaf, LLC; Dan Taylor, Manager of Silver Leaf, LLC; and David E. Jones, Manager of Silver Leaf, LLC, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such managers or members 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 21st day of September, 1998

K. H. Nelson
Notary Public

MY COMMISSION EXPIRES JUNE 5, 2001

My commission expires

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

SCHEDULE "A"

Parcel I

A parcel of land being a portion of the South 1/2 of the SE 1/4, Section 18, Township 20 South, Range 2 West, and excepting Highway right of way and being more particularly described as follows:

Begin at the SW corner of the SW 1/4 of the SE 1/4 of said Section 18 and run North 01 deg. 38 min. 06 sec. East, 1321.10 feet to the Northwest corner of the SW 1/4 of the SE 1/4 of said Section 18; thence South 88 deg. 41 min. 05 sec. East, 450.01 feet; thence South 01 deg. 38 min. 06 sec. West, 746.93 feet; thence South 88 deg. 45 min. 00 sec. East, 159.32 feet; thence North 37 deg. 25 min. 19 sec. East, 453.58 feet; thence North 54 deg. 59 min. 00 sec. East, 165.33 feet; thence North 51 deg. 09 min. 51 sec. East, 187.39 feet; thence North 67 deg. 14 min. 29 sec. East, 102.15 feet; thence North 04 deg. 22 min. 52 sec. East, 120.00 feet; thence South 88 deg. 41 min. 05 sec. East, 1188.60 feet; thence South 01 deg. 34 min. 37 sec. West, 25.00 feet; thence South 88 deg. 41 min. 05 sec. East 257.00 feet; thence South 01 deg. 34 min. 37 sec. West 1293.91 feet; thence North 88 deg. 43 min. 52 sec. West 2695.49 feet to the point of beginning.

SUBJECT TO:

A 30 foot Access and Utility Easement whose centerline is more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the SE 1/4 of said Section 18 and run South 88 deg. 41 min. 05 sec. East, 450.01 feet; thence South 01 deg. 38 min. 06 sec. West, 345.00 feet to the point of beginning of said centerline; thence along said centerline North 88 deg. 21 min. 54 sec. West, 225.00 feet; thence North 01 deg. 38 min. 06 sec. East, 315.66 feet to a point on the South right of way of Shelby County Highway 72 and being the end of said centerline of said easement.

LESS AND EXCEPT that portion contained within the right of way of Shelby County Highway 72 as recorded in Deed Book 231 page 196.

SUBJECT TO AND TOGETHER WITH the rights to a 60 foot wide Access and Utility Easement being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the SE 1/4 of said Section 18 and run South 88 deg. 41 min. 05 sec. East, 307.10 feet to a point on the Southern right of way of Shelby County Highway 72 and being the point of beginning; thence continue South 88 deg. 41 min. 05 sec. East, 941.45 feet; thence South 04 deg. 22 min. 52 sec. West, 60.09 feet; thence North 88 deg. 41 min. 05 sec. West, 1116.10 feet to a point on the Southern right of way of Shelby County Highway 72; thence along said right of way North 72 deg. 40 min. 29 sec. East, 187.72 feet to the point of beginning.

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