

RECORDATION REQUESTED BY:  
SouthTrust Bank  
Metro Lending  
112 North 20th Street, 4th floor  
P. O. Box 2554  
Birmingham, AL 35203

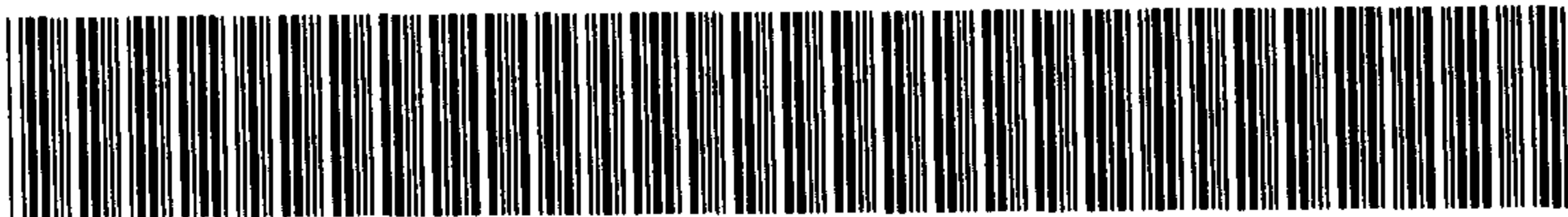
20030908000600610 Pg 1/3 261.50  
Shelby Cnty Judge of Probate, AL  
09/08/2003 14:33:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:  
SouthTrust Bank  
RLPC - North Alabama A-001-LO-0111  
6434 1st Avenue North  
Birmingham, AL 35212

SEND TAX NOTICES TO:  
E & R PROPERTIES, LLC  
1371 MCCAIN PARKWAY  
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*07410004691450000000018000123\*

THIS MODIFICATION OF MORTGAGE dated August 22, 2003, is made and executed between E & R PROPERTIES, LLC, whose address is 1371 MCCAIN PARKWAY, PELHAM, AL 35124 (referred to below as "Grantor") and SouthTrust Bank, whose address is 112 North 20th Street, 4th floor, P. O. Box 2554, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

\$300,000.00 Mortgage recorded July 21, 1995 in Instrument #1995-19388 and Amendment to Mortgage to increase amount to \$435,000.00 recorded March 25, 1999 in Instrument #1999-12611 and Amendment to Mortgage to increase amount to \$563,000.00, recorded July 6, 1999 in Instrument #199-2817 and Modification of Mortgage to increase the amount to \$701,000.00, recorded July 1, 2002 in Instrument #2002701000305980.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:  
See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1371 MCCAIN PARKWAY, PELHAM, AL 35124.

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

Mortgage is hereby modified to increase the amount of the Mortgage from \$701,000.00 to \$864,000.00.  
Mortgage is further Modified to change the name of the name of the Mortgagor from Eddie R. Gentry to E & R Properties, LLC.

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 endorser 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 22, 2003.

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:

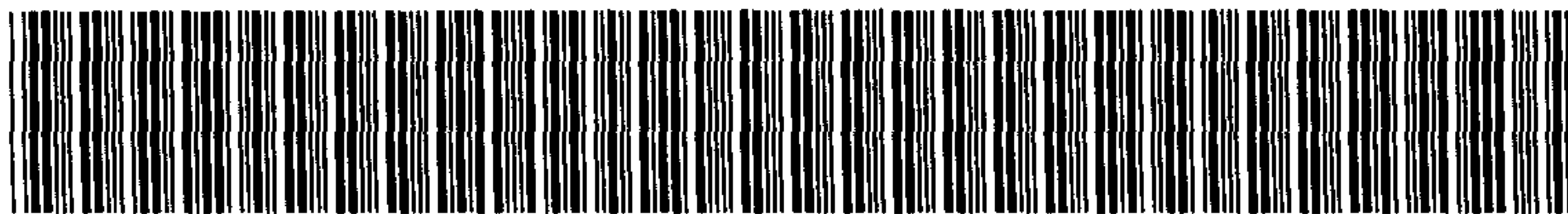
E & R PROPERTIES, LLC  
By: Eddie R. Gentry (Seal)  
Eddie R. Gentry, MEMBER of E & R PROPERTIES, LLC

LENDER:

X Celeste Jones (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: David Patton  
Address: 112 North 20th Street, 4th floor  
City, State, ZIP: Birmingham, AL 35203



\*07410004691450000000018000123\*

Loan No: 0000000018

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

LIMITED LIABILITY COMPANY 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 **Eddie R. Gentry, MEMBER of E & R PROPERTIES, LLC**, a limited liability company, 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, he or she, as such 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 25<sup>th</sup> day of August, 20 03.  
K. Celeste Jones  
Notary Public

MY COMMISSION EXPIRES  
JULY 16, 2006.

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

LENDER 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 Celeste Jones  
Southwest Bank 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 25 day of August, 20 03.  
Camela Starks  
Notary Public

MY COMMISSION EXPIRES  
SEPTEMBER 27, 2005.

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

## EXHIBIT "A"

## PARCEL I:

A parcel of land located in the Southeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of Section 24, Township 20 South, Range 3 West; thence run Northerly along the Section line 634.89 feet to the point of beginning; thence continue Northerly along the same course 299.93 feet; thence left 89 degrees 46 minutes 38 seconds, 459.38 feet to the East right of way of McCain Parkway; thence left 91 degrees 03 minutes 05 seconds to the chord of a curve to the left with a radius of 3789.72 feet and a chord distance of 300.05 feet; thence run along the arc of said curve 300.13 feet along said right of way; thence left 88 degrees 57 minutes 27 seconds from said chord 455.05 feet to the point of beginning.

Situated in Shelby County, Alabama.

According to survey of Barton F. Carr, RLS#16685, dated September 28, 1994

## PARCEL II:

A parcel of land located in the Southeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Northerly along the East line of Section 24 a distance of 935.04 feet to the point of beginning; thence continue Northerly along the East line of Section 24 a distance of 345.00 feet; thence left 90 degrees 00 minutes 40 seconds Westerly a distance of 448.28 feet to the Easterly right of way of McCain Parkway; thence left 88 degrees 04 minutes 10 seconds Southerly along the East right of way of McCain Parkway a distance of 304.58 feet to the P.C. of a curve to the left with a radius of 3789.72 feet and a central angle of 00 degrees 36 minutes 49 seconds; thence run Southerly along the arc of said curve 40.59 feet; thence left 91 degrees 33 minutes 25 seconds from said curve chord Easterly a distance of 459.58 feet to the point of beginning.

According to survey of Barton F. Carr, RLS #16685, dated July 1, 1995.

Situated in Shelby County, Alabama.