


R0312-1861DJ

THIS MORTGAGE AMENDS THE MORTGAGE DATED AUGUST 1, 2003, FILED FOR RECORD IN INSTRUMENT NO. 20030807000516510 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. ALL TAXES PAID AT INITIAL FILING.

THIS INSTRUMENT PREPARED BY:

Jon M. Turner, Jr.
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, AL 35203


20031217000809900 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
12/17/2003 09:45:00 FILED/CERTIFIED

STATE OF ALABAMA)

NOTE AND MORTGAGE MODIFICATION AGREEMENT

COUNTY OF SHELBY)

This Agreement is by and between FIRST COMMERCIAL BANK ("Bank") and TIM SMALL CONSTRUCTION, LLC, an Alabama limited liability company, formerly known as B&B CONTRACTING, LLC ("Borrower") and TIMOTHY H. SMALL and MAUREEN SMALL, HUSBAND AND WIFE (collectively, the "Mortgagor").

WHEREAS, Borrower is indebted to Bank as evidenced by a Promissory Note dated August 1, 2003 ("Note"); and secured by a Mortgage being recorded in Instrument No. 20030807000516510 in the office of the Judge of Probate, Shelby County, Alabama, securing the following described property, which is owned by the Mortgagor ("Mortgage"):

COMMENCE AT THE SW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION 330.6 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION COURSE 330.6 FEET; THENCE TURN 91 DEGREES 59 MINUTES 40 SECONDS LEFT AND RUN 660.0 FEET; THENCE TURN 88 DEGREES 00 MINUTES 20 SECONDS LEFT AND RUN 330.6 FEET; THENCE TURN 91 DEGREES 59 MINUTES 40 SECONDS LEFT AND RUN 660.0 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT A 50.00 FOOT WIDE RIGHT OF WAY FOR A PUBLIC ROAD. SITUATED IN SHELBY COUNTY, ALABAMA.

WHEREAS, the parties hereto desire to modify the terms of said Note, Mortgage and any and all other instruments executed in connection with said indebtedness (collectively, the "Loan Documents") as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the parties hereto agree that the terms of the Loan Documents are modified as follows:

1. **The Loan Documents are hereby amended to decrease the amount of the indebtedness due Lender to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). This is a decrease of Two Hundred Thousand and No/100 Dollars (\$200,000.00). Any reference to indebtedness or Loan in the Note, Mortgage or other Loan Documents shall mean One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).**
2. **The Loan Documents are hereby amended to show TIM SMALL CONSTRUCTION, LLC as the Borrower, and not B&B Contracting, LLC. Any reference to the Borrower in the Note, Mortgage or other Loan Documents shall mean TIM SMALL CONSTRUCTION, LLC.**

Except as modified herein, all of the terms and conditions of the Loan Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 11th day of December, 2003.

BORROWER:

TIM SMALL CONSTRUCTION, LLC

By: Timothy H. Small
Printed Name: Timothy H. Small
Title: Managing Member

MORTGAGOR:

Timothy H. Small
TIMOTHY H. SMALL
Maureen Small
MAUREEN SMALL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Timothy H. Small, whose name as Managing Member of Tim Small Construction, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he, as such officer 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 11th day of December, 2003.

Donna M. Jennings
Notary Public
My commission expires: 1/6/07

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, Notary Public in and for said State and County, hereby certify that Timothy H. Small and Maureen Small, Husband and Wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 2003.

Donna M. Jennings
Notary Public
My Commission Expires: 1/6/07