


Modification of
THIS IS A MORTGAGE^A AMOUNT ONLY: INCREASE FROM \$374,925 TO \$490,400.00
TERMS REMAIN THE SAME

**AMENDMENT
TO
REAL ESTATE MORTGAGE**


20040427000216960 Pg 1/3 190.25
Shelby Cnty Judge of Probate, AL
04/27/2004 12:02:00 FILED/CERTIFIED

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on October 23, 2003 by **NEW HAVEN HOMES, LLC** (hereinafter "Borrower") in favor of **COLONIAL BANK N.A.** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument **2003-748100** in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$374,925.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage the mortgage tax was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$115,475.00 and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$374,925.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$115,475.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "indebtedness" as used in the Mortgage shall be

defined to mean not only the obligation evidenced by the \$374,925.00 Note executed on October 23, 2003 and all interest thereon, and all extensions and renewals thereof, but also the \$115,475.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 20th day of April, 2004.

NEW HAVEN HOMES, LLC

BY 

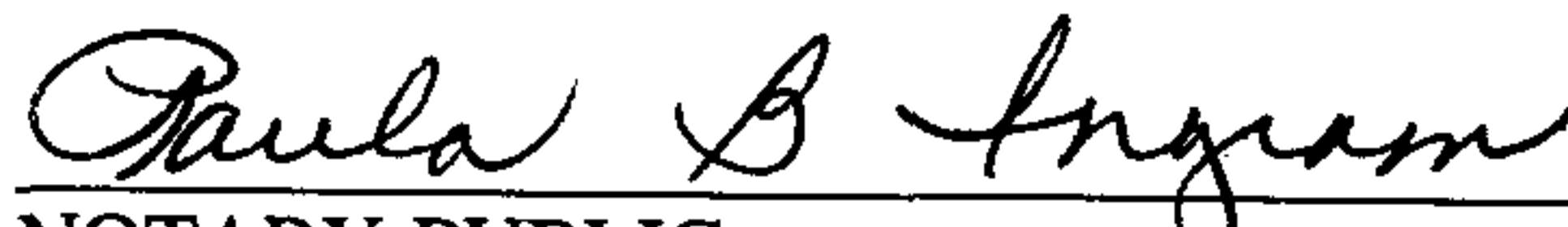
Clarence Channell, III

(Its Member)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Clarence Channell, III, whose name as member of NEW HAVEN HOMES, LLC, a limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 20th day of April, 2004.



NOTARY PUBLIC

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 3, 2008

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III

ENGEL HAIRSTON & JOHANSON, P.C.

4th Floor, 109 North 20th Street

Birmingham, Alabama 35203

(205) 328-4600

EXHIBIT "A"

BORROWER: NEW HAVEN HOMES, LLC
LENDER: COLONIAL BANK N.A.

**Lot 58, according to the Survey of
The Cove of Greystone, Phase II, as
recorded in Map Book 29, page 136 A
& B, in the Probate Office of Shelby
County, Alabama.**

SUBJECT TO: i) taxes dues and payable October 1, 2004; ii) agreement recorded in Instrument 1999-24249; iii) articles of incorporation of Greystone Valley Homeowner's Association recorded as Instrument No 1995-35677 and 1998-38837; iv) easement to Alabama Power Company recorded in Instrument No. 2000-11841; v) restrictions and covenants appearing of record in Instrument 1998-38836, 1998-38838 and 1998-41636; and vi) mineral and mining rights and rights incident thereto not owned by Mortgagor.