20050401000149420 1/3 $59.00
Shelby Cnty Judge of Probate,AL
04/01/2005 09:19:36AM FILED/CERT

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This instrument was prepared by Curt Reamer, Southfirst Mortgage, Inc., 2159 Rocky Ridge Rd Suite 101, Birmingham, Alabama 35216

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 16, 2005. The parties and their addresses are:

MORTGAGOR:
TRINITY HOMES, LLC
An Alabama Corporation
5330 Stadium Trace Parkway
Suite 245
Birmingham, Alabama 35244

LENDER:
SOUTHFIRST MORTGAGE
Organized and existing under the laws of the United States of America
2159 Rocky Ridge Rd
Birmingham, Alabama 35216

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 2, 2004 and recorded on December 7, 2004 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Recorded in Shelby County,Alabama Probate Office-20041207000669370. and covered the following described Property:

Lot 31, according to the Survey of Grand Oaks,as recorded in Map Book 31, Page 68, in the office of the Judge of Probate of Shelby County, Alabama.

The property is located in Shelby County at Lot 31 Grand Oaks, Birmingham, Alabama .

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5030322390, dated December 2, 2004, from Mortgagor to Lender, with a loan amount of $320,000.00 and maturing on December 1, 2005. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Trinity Homes, LLC

By _____ (Seal)
J. Dan Taylor , Member

_____
(Witness)

_____
(Witness)

By _____ (Seal)
John R. Crawford, Member

_____
(Witness)

_____
(Witness)

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LENDER:

Southfirst Mortgage

By _____ (Seal)
Curt B. Reamer, Vice President

_____
(Witness)

_____
(Witness)

ACKNOWLEDGMENT.
(Business or Entity)

State OF Alabama , County OF Jefferson ss.
I, Susan S. Clark , a notary public, in and for said County in said State, hereby certify that J. Dan Taylor and John R. Crawford, whose name(s) as Member and Member of the Trinity Homes, LLC a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 16th day of March , 2005 .

My commission expires:

My Commission Expires 11-18-2007

_____
(Notary Public)

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(Lender Acknowledgment)

State OF Alabama, County OF Jefferson ss.

I, Susan S. Clark, a notary public, in and for said County in said State, hereby certify that Curt B. Reamer, whose name(s) as Vice President of Southfirst Mortgage, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 16th day of March, 2005.

My commission expires:

My Commission Expires 11-18-2007

Susan S. Clark
(Notary Public)

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