

\$228,66

Loan # 81494



20050509000221440 1/2 \$225.20  
Shelby Cnty Judge of Probate, AL  
05/09/2005 03:35:47PM FILED/CERT

## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on APRIL 27<sup>TH</sup>, 2005 by and between **TIMBERLAKE DEVELOPMENT, LLC.**, (hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

**WHEREAS**, Mortgagor entered into an original Mortgage Agreement with Mortgagee on JANUARY 29<sup>TH</sup>, 2004. Said original Mortgage Agreement was recorded on February 2<sup>ND</sup>, 2004 under Instrument No. 20040202000053190 in the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated April 13<sup>TH</sup>, 2004. Said Mortgage Modification Agreement was recorded on April 16<sup>TH</sup>, 2004 under Instrument No. 20040416000199930 and re-recorded under instrument No. 20040723000411970 on July 23<sup>RD</sup> 2004, in the Office of the Judge of Probate of Shelby County, Alabama;

**NOW, THEREFORE**, these things considered, Mortgagee hereby allows Mortgagor to increase the original Mortgage Agreement, as modified and amended, from Seven Hundred Eighty Thousand and 00/100 Dollars (\$780,000.00) to Nine Hundred Twenty Thousand Seven Hundred Thirty Five and 39/100 Dollars (\$920,735.39). The new note shall be secured by the original Mortgage Agreement, as modified and amended, and amortized under the terms and conditions of the new note executed simultaneously with this Mortgage Modification Agreement.

**IN WITNESS WHEREOF**, Mortgagor and Mortgagee have hereunto set their hands and seals on this the 27<sup>th</sup> Day of April, 2005.

**TIMBERLAKE DEVELOPMENT, LLC**

  
**FARMER DEVELOPMENT, LLC, MEMBER**

**BY: CONNOR FARMER, MEMBER**

  
**CARTER HOMEBUILDERS, INC., MEMBER**

**BY: KERRY CARTER, PRESIDENT**

**(MORTGAGOR)**

**CENTRAL STATE BANK**

By 

**William M Schroeder Jr. Sr. Vice President**

**(MORTGAGEE)**

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **CONNOR FARMER**, whose names are **MEMBER** of **FARMER DEVELOPMENT, LLC.**, **A MEMBER OF TIMBERLAKE DEVELOPMENT, LLC**, signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, they being informed of the contents of said agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27<sup>TH</sup> day of APRIL, 2005.

  
**Notary Public**

**My Commission Expires:**

**MY COMMISSION EXPIRES APRIL 11, 2007**

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **KERRY CARTER** whose names are **PRESIDENT** of **CARTER HOMEBUILDERS, INC., A MEMBER OF TIMBERLAKE DEVELOPMENT, LLC**, signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, they being informed of the contents of said agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27<sup>TH</sup> day of APRIL, 2005.

  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES APRIL 11, 2007

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared William M Schroeder, Jr. whose name as Sr. Vice President of **Central State Bank**, is signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that, he as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27<sup>TH</sup> day of April, 2005.

  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES APRIL 11, 2007