20050621000309050 1/2 $98.90
Shelby Cnty Judge of Probate,AL
06/21/2005 01:42:56PM FILED/CERT

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This instrument was prepared by Cindy Stevens, 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 June 17, 2005. The parties and their addresses are:

Increase +56,600.00

MORTGAGOR:
DWC, INC.
An Alabama Corporation
5339 Highway 11
Pelham, Alabama 35124

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 July 30, 2004 and recorded on August 9, 2004 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at and covered the following described Property:

Lot 421, according to the Final Plat of Stoneykirk at Ballantrae, Phase 1, as recorded in Map Book 32 page 11, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

The property is located in Shelby County at 1068 Stoneykirk Road, Pelham, Alabama 35124.

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. 5030306526, dated August 3, 2004, from Mortgagor to Lender, with a loan amount of $265,400.00. 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:

DWC, Inc.

By _____ (Seal)
Daniel B. Whitman, President

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_____
(Witness)

_____
(Witness)

LENDER:

Southfirst Mortgage

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

_____
(Witness)

_____
(Witness)

ACKNOWLEDGMENT.

(Business or Entity)

State OF Alabama, County OF Jefferson ss.

I, Kathern G. McMahon, a notary public, in and for said County in said State, hereby certify that Daniel B. Whitman, whose name(s) as President of the DWC, Inc. 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 17th day of June, 2005.

My commission expires:

Kathern G. McMahon
(Notary Public)

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