

13379



20051027000560870 1/4 \$417.95
Shelby Cnty Judge of Probate, AL
10/27/2005 03:17:07PM FILED/CERT

PREPARED BY: Pam Schuchert
RETURN TO: CREDU, VA9505
Wachovia Bank, National Association
816 Greenbrier Circle, Suite G, VA 9505
Chesapeake, VA 23320

ALABAMA TAX IN THE AMOUNT OF \$397.95 BASED ON A LOAN AMOUNT OF \$265,259.00 WERE AFFIXED TO THAT CERTAIN MORTGAGE DATED SEPTEMBER 7, 2005, AS RECORDED IN OR BOOK ***, PAGE , COUNTY OF SHELBY, ALABAMA. THIS MODIFICATION INCREASES THE LOAN TO \$1,266,240.00, WITH TAXES ASSESSED ON THE NET LOAN AMOUNT OF \$1,000,981.00

***INSTRUMENT NUMBER 20051003000514070

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is made OCTOBER 3, 2005, by HPH PROPERTIES, LLC, whose address is 2236 Cahaba Valley Drive, Suite 100, Birmingham, Alabama 35242, the Mortgagor under the Mortgage described below ("Mortgagor"), and delivered to Wachovia Bank, National Association, a national banking association as Mortgagee (referred to herein as "Bank"), whose address is Birmingham, Alabama.

RECITALS

Bank is owner and holder of a certain Mortgage (the "Mortgage") dated September 7, 2005, recorded in Book No. ***, Page No. , of the public land records of the County of SHELBY, State of Alabama together with all extensions and modifications thereof whenever made.

Bank is owner and holder of a certain promissory note (the "Note") dated March 1, 2005, made by Mortgagor, payment of which is secured by the Mortgage.

Bank and Mortgagor have modified the Note and accordingly have agreed to modify the Mortgage.

WITNESSETH:

In consideration of the foregoing premises Mortgagor and Bank hereby modify the Mortgage and any prior modifications thereof as follows:



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Note Modified. Mortgagor has modified the Note (as modified, the "Modified Note") by modification dated of even date with this agreement, that modifies the terms of the Note. The stated principal amount due under the Modified Note and secured by this Mortgage is \$1,266,240.00.

Modified Note Secured. Mortgagor acknowledge(s) and agree(s) (i) that the Modified Note is a modification of the Note, (ii) that the payment and performance of the Obligations (as the term "Obligations" is defined in the Modified Note) is secured by the Mortgage, (iii) that there are no defenses or impediments to enforcement of the lien of the Mortgage, and (iv) that the Modified Note evidences the same indebtedness as the Note and is not a novation.

Mortgage Confirmed. Mortgagor acknowledge(s) and agree(s) that the Mortgage and any prior modifications thereof, except as expressly modified by this Modification Agreement shall remain in full force and effect as originally executed and the terms of this Modification Agreement shall be part of the Mortgage.


Document Taxes and Other Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and the filing of this Agreement. If Mortgagor fails to pay the obligations under this paragraph, Bank may pay such obligations. Any amounts so paid by Bank shall bear interest at the default rate stated in the Modified Note and shall be secured by the Mortgage.

IN WITNESS WHEREOF, Mortgagor and Bank have signed and sealed this instrument as of the day and year first above written.

Mortgagor
HPH PROPERTIES, LLC

By:  (SEAL)
Alan C. Howard, Managing Member

Signed, sealed and delivered in presence of:


Witness

Address


Witness

Address



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Bank
Wachovia Bank, National Association

CORPORATE
SEAL

By: [Signature]
Steven B. Smith, Assistant Vice President

State of Alabama
County of SHELBY

L. L. C. Acknowledgment

I certify that before me appeared this day Alan C. Howard, a person known to me, who after being sworn stated he/she is Managing Member of HPH PROPERTIES, LLC, a Alabama limited liability company and is duly authorized to act on behalf of said Company, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Company.

Witness my hand and official seal, this 3RD day of OCTOBER, 2005.

Notary Seal

[Signature], Notary Public

April N. Dalglish
(Printed Name of Notary)

My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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State of Alabama
County of Jefferson

Bank Acknowledgment

I certify that before me appeared this day, Steven B. Smith, a person known to me, who after being sworn said he/she is Assistant Vice President of Wachovia Bank, National Association, a national banking association, and is duly authorized to act on behalf of said Bank, that the seal affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed and sealed by him/her on behalf of said Bank, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Bank.

Witness my hand and official seal, this 3rd day of October, 2005.

Notary Seal

April N. Dalglish, Notary Public
April N. Dalglish
(Printed Name of Notary)

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 17, 2009
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

Facility ID 999998