

20051117000600960 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
11/17/2005 12:26:29PM FILED/CERT

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This instrument was prepared by Beverly Billingsley, CapitalSouth Bank, PO Box 59587, Birmingham, Alabama 35209

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 10, 2005. The parties and their addresses are:

**MORTGAGOR:**

**EDWIN B LUMPKIN JR.**  
A MARRIED MAN  
100 METRO PARKWAY  
PELHAM, Alabama 35124

**LENDER:**

**CAPITALSOUTH BANK**  
**REAL ESTATE DEPARTMENT**  
Organized and existing under the laws of Alabama  
2340 Woodcrest Place  
Birmingham, Alabama 35209

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 10/29/2002 and recorded on 11/01/2002 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTR#20021101000541080 and covered the following described Property:

SEE ATTACHED EXHIBIT "A"

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR NOR HIS SPOUSE.

THIS MORTGAGE IS TO AMEND AND MODIFY THAT CERTAIN MORTGAGE DATED JANUARY 12, 2001 AND FILED OF RECORD ON JANUARY 16, 2001 IN INSTRUMENT #2001-01519, THEN SAID MORTGAGE DATED 10/29/2002 WAS MODIFIED AND AMENDED TO INCREASE LOAN AMOUNT FROM \$2,000,000.00 TO \$2,500,000.00 AND RECORDED 11/01/2002 IN INSTR#20021101000541080.

THIS MORTGAGE IS TO CORRECT THAT MORTGAGE DATED 10/29/2002 AND FILED 11/01/2002 OF RECORD #20021101000541080 WITH AN ADJUSTABLE RATE RIDER IN WHICH THE ADJUSTABLE RATE RIDER STATED THE INCORRECT MATURITY DATE OF 09/10/2003. THE CORRECT MATURITY DATE IS 10/10/2003.



The property is located in SHELBY County at 57 +/- ACRES ON HWY 31, CALERA, Alabama 35040.

**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 renewal note or other agreement, No. 61475, dated October 10, 2005, from Mortgagor to Lender, with a loan amount of \$2,500,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) 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.

**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:**

Edwin B. Lumpkin Jr. (Seal)  
EDWIN B LUMPKIN Jr.

Individually

**LENDER:**

CapitalSouth Bank  
Real Estate Department

By Wanda U. Franklin (Seal)  
Wanda U. Franklin, Vice President



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ACKNOWLEDGMENT.

(Individual)

State OF Alabama, County OF Shelby ss.

I, Marla M. Coker, a notary public, hereby certify that EDWIN B LUMPKIN Jr., A MARRIED MAN, whose name 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 the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 31 day of October, 2005.

My commission expires:

Dec. 11, 2005

Marla M. Coker  
Edwin B Lumpkin Jr.  
(Notary Public)

(Lender Acknowledgment)

State OF Alabama, County OF Jefferson ss.

I, the undersigned, a notary public, in and for said County in said State, hereby certify that Wanda U. Franklin, whose name(s) as Vice President of CapitalSouth Bank Real Estate Department, a corporation, is/are signed to the foregoing instrument and who is known to me, and that the seal affixed to foregoing instrument is the seal of said corporation, 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 31st day of October, 2005.

My commission expires: 12/12/07

E. P. Lumpkin Jr.  
(Notary Public)



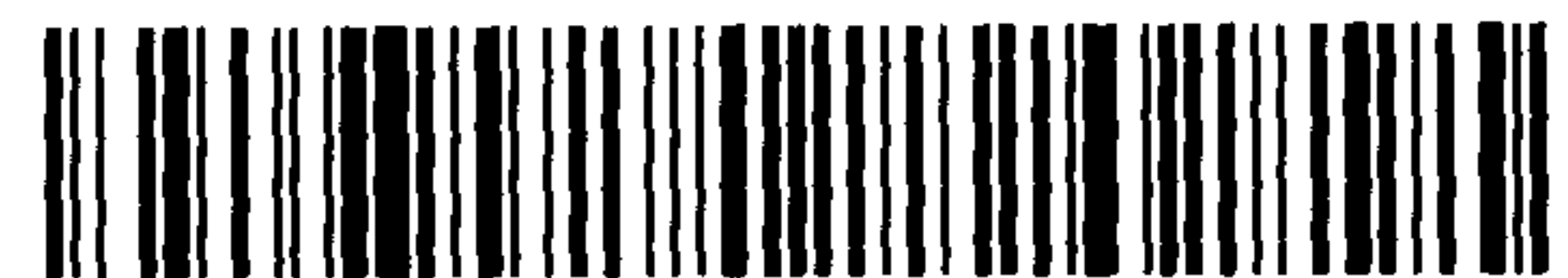
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EXHIBIT "A"

A Parcel of land situated in the Southwest Quarter of the Northeast Quarter and the South half of the Northwest Quarter, both lying in Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Beginning at an axle found at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, thence run North 88 degrees, 21 minutes, 57 seconds West along the South boundary line of said quarter-quarter for a distance of 623.07 feet to a concrete monument found on the Northerly right-of-way line of I-65 (180 feet right); thence run North 52 degrees, 38 minutes, 31 seconds West along said right-of-way line for a distance of 954.39 feet to a concrete monument found (180 feet right of 305+85.9), said point also being on the Easterly right-of-way line of CSX Railroad; thence run North 07 degrees, 24 minutes, 26 seconds West along said right-of-way line for a distance of 801.37 feet to a 1 23/64" open top iron found, said point also being on the North boundary line of the North Half of the Northwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 88 degrees, 43 minutes, 04 seconds East along said North boundary line for a distance of 2352.52 feet to the West right-of-way line of Highway 31 (right-of-way width 100 feet), said point also being a 23/64" rebar found; thence run South 10 degrees, 16 minutes, 53 seconds East along said (right-of-way line for a distance of 843.85 feet to a capped iron found (CA00279); thence leaving said right-of-way line, run North 89 degrees, 46 minutes, 42 seconds West for a distance of 1036.67 feet to a capped iron found (CA00279); thence run South 02 degrees, 06 minutes, 24 seconds East for a distance of 512.99 feet to the POINT OF BEGINNING.

*EBL*



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