



Space Above This Line For Recording Data

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 February 14, 2006. The parties and their addresses are:

## **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 and recorded on (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at and covered the following described Property:

Lot 418, according to the Survey of the Final Plat of Stoneykirk at Ballantrae Phase I, as recorded in Map Book 32, page 11, in the Probate Office of Shelby County, Alabama.

The property is located in Shelby County at Lot 418 Stoneykirk at Ballantrae, 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. 5030306429, dated November 18, 2003, from Mortgagor to Lender, with a loan amount of \$284,000.00. 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.



DWC, Inc.
Alabama Real Estate Modification
AL/4XXXXXcbr00815100004473005021406Y

**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:	
By Davie B. Whitman, President	(Seal)
(Witness)	
(Witness)	
LENDER:	
Southfirst Mortgage	
By Curt B. Reamer, Vice President	(Seal)
(Witness)	
(Witness)	
CKNOWLEDGMENT.	
nat Daniel B. Whitman, whose name(s) as President strument and who is known to me, acknowledge instrument, he/she/they, as such officer and	of Jefferson ss.  notary public, in and for said County in said State, hereby certify dent of the DWC, Inc. a corporation, is/are signed to the foregoing ged before me on this day that, being informed of the contents of with full authority, executed the same voluntarily for and as the sthe day of February, 2006.  (Notary Public)

My Commission Expires 11-18-2007

20060217000079770 2/3 \$143.00 Shelby Cnty Judge of Probate, AL 02/17/2006 11:52:00AM FILED/CERT

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