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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 May 1, 2006. The parties and their addresses are:

MORTGAGOR:

T.P. HOMEBUILDERS, INC. An Alabama Corporation 114 Hunset Mill lane 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 36, according to the Survey of Fieldstone Park, refiled map of 4th sector, as recorded in Map Book 31, Page 3, in the Probate Office of Shelby County, Alabama.

The property is located in Shelby County at Lot 36 Marlstone Drive, Helena, Alabama 35080.

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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5030315172, dated February 8, 2006, from Mortgagor to Lender, with a loan amount of \$225,600.00. 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.

Intials

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:	
T.P. Homebuilders Inc.	
Bv/M/A	(Seal)
William E. Pittman, President	
(Witness)	
(Witness)	
LENDER:	
Southfirst Mortgage	
By Cio ()	(Seal)
Curt B. Reamer, Vice President	
(Witness)	
(Witness)	
CKNOWLEDGMENT.	
Business or Entity)	
State OF Alabama, Cour	ty OF Jefferson ss.
	otary public, in and for said County in said State, hereby certify
	ent of the T.P. Homebuilders, Inc. a corporation, is/are signed to
	e, acknowledged before me on this day that, being informed of
ne contents of the instrument, he/she/they, as su or and as the act of said corporation. Given unde	ach officer and with full authority, executed the same voluntarily er my hand this the
2006	er my hand this the $\sqrt{3r}$ day of $\mu_{\alpha\gamma}$,
My commission expires:	
	Auson A. Mark
	(Notary Public)

My Commission Expires 11-18-2007

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(Lender Acknowledgment)
State OF Alabama, County OF J. Herson ss.
I, Susan 5. Clork, a notary public, in and for said County in said State, hereby certify
that Curt B. Reamer, whose name(s) as Vice President of Southfirst Mortgage, 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(s) and with full authority, executed the same voluntary
for and as the act of said corporation. Given under my hand this the 15^{t} day of μ_{uu}
2006.
My commission expires:
(Notary Public)

My Commission Expires 11-18-2007