131.85
17.00
148.85

20060712000334740 1/3 $148.85
Shelby Cnty Judge of Probate,AL
07/12/2006 09:59:19AM FILED/CERT

$380,264.

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This instrument was prepared by Linda Sorensen, ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

MODIFICATION OF MORTGAGE

4364

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 12, 2006. The parties and their addresses are:

MORTGAGOR:
CHAPPELL DEVELOPMENT, INC.
A Corporation
P. O. BOX 92
WESTOVER, Alabama 35185

LENDER:
SERVISFIRST BANK
Organized and existing under the laws of Alabama
P O Box 1508
Birmingham, Alabama 35201-1508

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 208, according to the Survey of Lakewood, Phase 2, as recorded in Map Book 35, Page 42, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama

The property is located in Shelby County at 324 Branch Lake Drive, Chelsea, Alabama 35043.

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. 4364, dated September 8, 2005, from Mortgagor to Lender, with a loan amount of $468,100.00 and maturing on September 10, 2006. 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.

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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:

CHAPPELL DEVELOPMENT, INC.

By _____ (Seal)
Lynal D. Chappell, President

_____
(Witness)

LENDER:

ServisFirst Bank

By _____ (Seal)
Clark Zinsmeister, Assistant Vice President

_____
(Witness)

ACKNOWLEDGMENT.

(Business or Entity)

State of Alabama, County of Jefferson ss.

I, _____, a notary public, in and for said County in said State, hereby certify that Lynal D. Chappell, whose name(s) as President of the CHAPPELL DEVELOPMENT, 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 21st day of April, 2006.

My commission expires:

_____
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 22, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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(Lender Acknowledgment)

State OF Alabama, County OF Jefferson ss.

I, Linda Hollin, a notary public, in and for said County in said State, hereby certify that Clark Zinsmeister, whose name(s) as Assistant Vice President of ServisFirst Bank, 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 21st day of April, 2006.

My commission expires:

Linda Hollin
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 22, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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