

RECORDATION REQUESTED BY:

20070117000025160 1/3 \$59.00
Shelby Cnty Judge of Probate, AL
01/17/2007 12:54:54PM FILED/CERT

WHEN RECORDED MAIL TO:

Stock Building Supply
Construction Lending Division
PO Box 91147
Raleigh, NC 27675

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 11, 2007, is made and executed between WOODWAY PROPERTIES, LLC, an Alabama Limited Liability Company, whose address is 152 BROADMOOR LANE, ALABASTER, AL 35007 (referred to below as "Grantor") and Stock Loan Services, LLC, whose address is 8020 Arco Corporate Drive, Raleigh, NC 27617 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

ORIGINAL MORTGAGE DEED RECORDED SEPTEMBER 25, 2006 AS INSTRUMENT NUMBER 20060925000476290.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See "EXHIBIT A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as LOT 27, ACCORDING TO THE FINAL PLAT STERLING GATE SECTOR 2 PHASE 2, ALABASTER, AL 35007.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

PRINCIPAL INCREASE OF MORTGAGE FROM \$293,000.00 TO \$321,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 11, 2007.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

WOODWAY PROPERTIES, LLC

By:  (Seal)
STEPHEN NELSON, Manager of WOODWAY
PROPERTIES, LLC

LENDER:

STOCK LOAN SERVICES, LLC

X _____ (Seal)
Authorized Signer

F. W. Keith


MODIFICATION OF MORTGAGE
(Continued)

Loan No: 48-5661-20994

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This Modification of Mortgage prepared by:

Name: JONATHAN WILLIAMS, CSR
Address: 8020 Arco Corporate Drive
City, State, ZIP: Raleigh, NC 27617

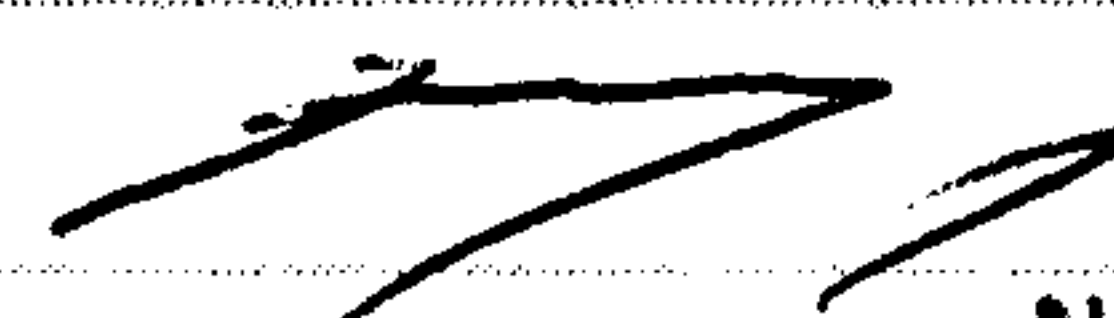

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **STEPHEN NELSON, Manager of WOODWAY PROPERTIES, LLC**, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

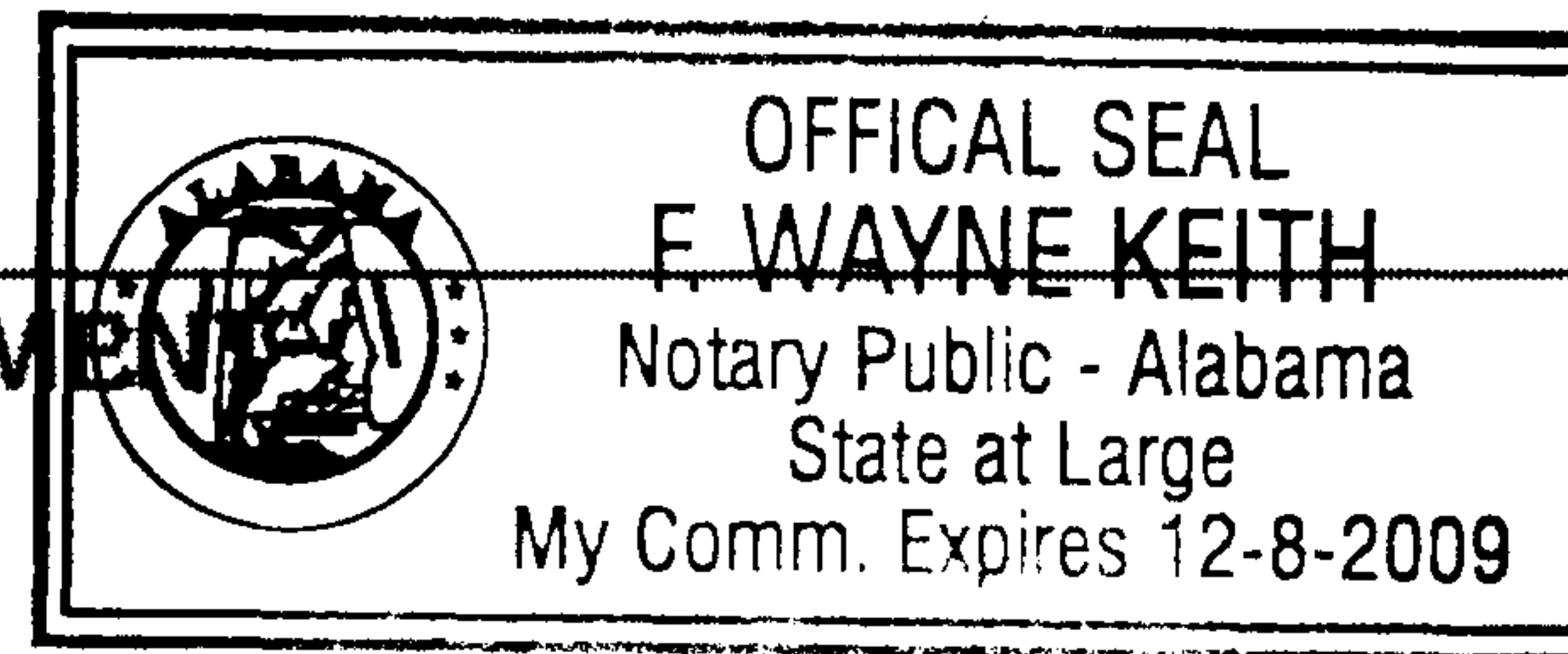
Given under my hand and official seal this 11TH day of JANUARY, 20 07.


Notary Public

My commission expires 12/08/2009

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 20 _____.

Notary Public

My commission expires _____

Lot 27, according to the Final Plat Sterling Gate, Sector 2, Phase 2, as recorded in Map Book 36, Page 86, in the Probate Office of Shelby County, Alabama.

Exhibit A

SN



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