

20070820000393010 1/2 \$30.50
Shelby Cnty Judge of Probate, AL
08/20/2007 03:53:06PM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

5319 US HWY 280 SOUTH, HOOVER, ALABAMA 35242 (address)

State of Alabama

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08-15-2007.

The parties and their addresses are:

MORTGAGOR: OLD SOUTH BUILDERS, INC.,
404 GOLF DRIVE
HOOVER, AL 35226

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
5319 US HIGHWAY 280
HOOVER, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03-20-2007 and recorded on 03-27-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT # 20070327000137470. The property is located in SHELBY County at 301 REDWOOD STREET, MAYLENE, AL 35114.

Described as:

LOT 301, ACCORDING TO THE SURVEY OF CHINABERRY HIGHLANDS, AS RECORDED IN MAP BOOK 36, PAGE 123, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

NOTE DATED 8/15/07 IN THE NAME OF OLD SOUTH BUILDERS INC IN THE AMOUNT OF \$186,150.00


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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$186,150.00 ☒ which is a \$10,950.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

OLD SOUTH BUILDERS, INC.


(Signature) JOHN TOMMY MAXSON, PRESIDENT (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

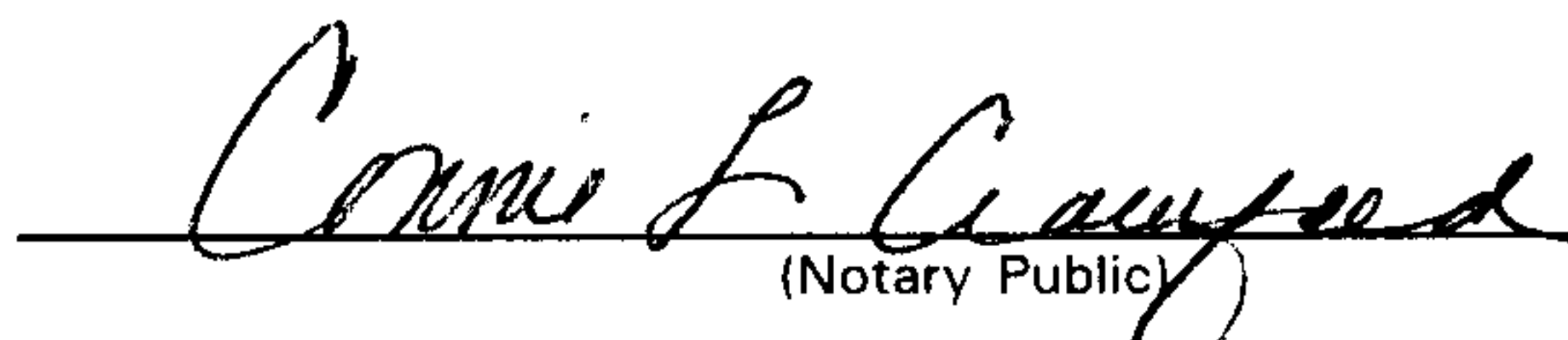
(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Hall } ss.
(Individual) I, a notary public, hereby certify that John Tommy Maxson (President)
whose name(s) is/are signed to the foregoing
conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of
the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears
date. Given under my hand this 15th day of August 2007.
My commission expires:

(Seal)

MY COMMISSION EXPIRES JANUARY 13, 2011


(Notary Public)