

20070912000427720 1/2 \$84.50 Shelby Cnty Judge of Probate, AL 09/12/2007 12:03:00PM FILED/CERT

PRIMARIS, NICK AND PHANKIS, SUZANNE SOUTH SOUTH Sense South Sense South Sense	Mortgagor (last name first):		Mortgage and Secu	irity Agreement (as red	corded):
SUBMINIONAL STREET BEMINIONAL TREET BUSING Actives Surva Surv	PIHAKIS, NICK	AND PIHAKIS, SUZANNE	- · · ·	Shelby County	······································	
BE BURNALAM STREET Multing Additions Multing Additions Multing Additions Strate OF ALABAMA AL Sup Sup Sup Sup Sup Sup MURERAB, Mortgager of the Pressers is that WHEREAB, Mortgager of the Service secured the Mortgage and Security Agreement inferenced above in favor of Mortgager of the secure in-obstrations executed the Mortgage and Security Agreement professioned and conditions set from the mortgage or another to Mortgage and Security Agreement upon the terms and conditions of the Mortgage and Security Agreement in another to Mortgage and Security Agreement upon the terms and conditions of the Mortgage and Security Agreement remain unchanges approached that execute a amonded hereby the terms and conditions of the Mortgage and Security Agreement remain unchanges and conditions of the Mortgage and Security Agreement is hereby increase on Principal Sum of Indebtedness, in the control of the Mortgage and Security Agreement is hereby increase on Principal Sum of Indebtedness, as Amended 12 \$7,000.00 Demonstrate of the Amondess Sum of Indebtedness, as Amended 12 \$7,000.00 C. Principal Sum of Indebtedness, as Amended 12 \$7,000.00 C. Principal Sum of Indebtedness, as Amended 12 \$7,000.00 The amonder Parcel of Indebtedness, as Amended 12 \$7,000.00 The Amondess Indepted of the Amondess of the Mortgage and Security Agreement. Additional Parcel of Indepted Parcel as Agreement as Conditional Security Agreement. Additional Parcel of Indepted Parcel as Agreement as Conditional Security Agreement. TO HAVE AND TO HOLD the same and every part thereof who Mortgages the following described parcel of real property and subjects the same to the demice of the Mortgage and Security Agreement. Solder to all provisions, conditions, coverants, warranties, indemneties and assume the Mortgage and Security Agreement, solder to all provisions, conditions, coverants, warranties, indemneties and segments of forth these. To HAVE AND TO HOLD the same and every part thereof who Mortgage, its autocessace and assigns for the Mo				20070615000282720	County of Record	
BRINKINCHAM AL 3524 SouthPoint Bank Date of Packet Cry Sorte 29 SouthPoint Bank Date of Packet Cry Sorte 29 SouthPoint Bank Date of Packet Cry Sorte 29 SouthPoint Bank Date of Packet KNOW ALL MEN SY THESE PRESENTS: Thut WHEREAS, Mchagager has herealone executes the Mortgage and Security Agreement noteranced above in layer of SouthBalk Bank. Account to Mortgager, sed WHEREAS, Mchagager desires to amend the Murrgage and Security Agreement upon the terms and conditions set from herein; it being specifically understood that except as amended thereby, the terms and conditions of the Mortgage and Security Agreement; remain unchanged an outcriture in full force and offset. NOW, THEREORE, in consideration of these presents, Mortgager and Mortgages and Security Agreement is heady necessary to the analysis and the him subject of 2000.00. The increase in Principal Sum of Indebtocheses. 24 7000.00. B. Increase in Principal Sum of Indebtocheses. 24 7000.00. C. Principals Sum of Indebtocheses, 24 7000.00. The amount set forth in subject C above shall not be construed to restrict or limit the scope of the Mortgage and Security Agreement is to applies to the indebtocheses in Principal Sum of Indebtocheses. 24 7000.00. C. Principals Sum of Indebtocheses, 24 7000.00. The amount set forth in subject C above shall not be construed to restrict of limit the scope of the Mortgage and Security Agreement as to applies to the indebtocheses in Amonda 2 4257.000.00. The amount set forth in subject C above shall not be construed to restrict of limit the scope of the Mortgage and Security Agreement as a construent of the Mortgage and Security Agreement and Securit	52 BURNHAM	STREET				Page
State OF ALABAMA COUNTY OF Jefferson KNOW ALI MEN BY THESE PRESENTS: That WHEREAS, Morgager has hardefore executed the Mortgage and Socurity Agreement referenced above in favor of Jefferson WHEREAS, Worgager has hardefore executed the Mortgage and Socurity Agreement referenced above in favor of MINISTERS, Worgager desires to amend the Murtgage and Socurity Agreement upon the terms and confidence and the Mortgage and Socurity Agreement remain unchanged an uncertainties in full foods are of freezing as amended hereby, the terms and confidence of the Mortgage and Security Agreement is hereby managed as 100-too are of freezing to the security of the Mortgage and Security Agreement is hereby managed as 100-too are of freezing to the mortgage and Security Agreement is hereby managed as 100-too the part of the security of the mortgage and Security Agreement is between the proposed son of Secures Indebtedness; 17,000-00 S. Index of the mortgage and Security Agreement is in every more set forth in subgert of Lodos; 10,000-00 S. Index of the mortgager and Security Agreement is it applies to the mortgager and Security Agreement. It is applied to the mortgager and Security Agreement Additional Parcel of food Property as Auditional Security. As Editional security for the negationess secured by the Mortgage and Security Agreement, Mortgager parts, bargain, seals and conveys unto Mortgagee, its successors and assigns forever. Additional Mortgager. The following person or entity is hereby distribed and added as a Mortgager under the Mortgage and Security Agreement. TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever. Additional Mortgager. The following person or entity is hereby distribed and added as a Mortgage under the Mortgage and Security Agreement. TO HAVE AND TO HOLD the same and every part thereof unto Mortgage, its successors and assigns forever. Additional Mortgager. The following person or entity is hereby distribed and added as a Mortgager under the Mortga	DIDRAINICHARA		2F242		Date of Record	
COUNTY of Peterson KNOW ALL MEN BY THESE PRESENTS: The: WHEREAS, Mergager has herefore executed the Mortgage and Security Agreement referenced above in favor of				SouthPoint Bank	Instrument Prepared	
WHEREAS, Mortgagor has herstofore executed the Mortgage and Security Agreement referenced above in favor of Mortgages	STATE OF A	LABAMA	•		motramont rioparda	
WHREAS. Morpage has heretofore executed the Muripage and Security Agreement referenced above in favor of Southsian East. **Outhbeat East.** **Outhbeat East.** **Outhbeat East.** **Outhbeat East.** **Outhbeat East.** **Outhbeat East.** **WHREAS. Morpage of desires to amone the Morpage and Security Agreement to Muripage on Security Agreement for Muripage and Security Agreement on Muripage and Security Agreement for Muripage and Security Agreement for Muripage and Security Agreement for Muripage and Security Agreement in Continuin in full force and effect. **NOV. THEREFORE.** **NOV. THEREFORE.** **Increase in Principal Sum of Secured Indebtedness.** The principal sum of indebtedness identified in the Morpage and Security Agreement is hereby increase in Principal Sum of Indebtedness.** a Recorded: \$2,000.00 **E. Increase in Principal Sum of Indebtedness.** a Recorded: \$2,000.00 **E. Principal Sum of Indebtedness.** a Recorded: \$2,000.00 **E. Principal Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of the Amount of the Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of the Amount of the Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of the Amount of the Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of the Amount of the Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of the Amount of the Sum of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of Indebtedness.** a Recorded: \$2,000.00 **E. The Contract of Indebtedness in Amount of Indebtedness.** and Recorded Indebtedness in Principal Sum of Indebtedness.** a Recorded Indebtedness in Principal Sum of Indebtedness.** and Recorded Indebtedness in Principal Sum of Indebtedness.** and Recorded Indebtedness in Principal Sum of Indebtedness in	COUNTY OF	Jefferson				
SouthPiolit Balk WHEREAS, Mortagery and another to Mortagery and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortagery and Security Agreement remain unchanged and continue in full lords and offect. NOW, THEREOR, in consideration of these presents, Mortagor and Mortagery and Security Agreement is hereby amended as follows formed, applicable bookself. Increase in Principal Stim of Secured Indebtechness. The principal sum of indebtechness identified in the Mortagery and Security Agreement is hereby increased to the amount set furth in subpart C below: Increase in Principal Stim of Indebtechness is 47,000.00 Principal Stim of Indebtechness. A Amended 257,000.00 The Amount set furth is subpart C above whilm here to construct to restrict or limit the scope of the Mortagery and Security Agreement. Additional Parcel of Real Property as Additional security. Agreement: Additional Parcel of Real Property as Additional security. Agreement: TO MAVE AND TO HOLD the same and every part thereof unto Mortagery, it is successors and assigns forever. Additional Mortagery. The following person or antity is hereby identified and added as a Mortagery under the Mortagery and Security Agreement: TO MAVE AND TO HOLD the same and every part thereof unto Mortagery, it is successors and assigns forever. Additional Mortagery, The following person or antity is hereby identified and added as a Mortagery under the Mortagery and Security Agreements set forth therms, and hereby grants bargains, selfs and conveys unto Mortagery and Security Agreements and prevents as approximately and provided and conveys unto Mortagery and Security Agreements are forth therms, and hereby grants bargains, selfs and conveys unto Mortagery and Security Agreements are forth therms, and hereby gr	KN	OW ALL MEN BY THESE PRES	ENTS: That			
WHERAS. Mortager desires to award the Mortager and Socurity Agreement upon the terms and conditions set forth herein, it bein specifically understood that except as amended hereby, the terms and conditions of the Mortagege and Security Agreement remain unchinged an continue in full force and effect. NOW, THERFORD, in consideration of these presents, Mortager and Mortagege agree that the Mortagege and Security Agreement is hereby amended as follows before, applicable boxels: Increase in Principal Sum of Secured indebtedness. The principal sum of indebtedness identified in the Mortagege and Security Agreement is hereby increased to the amount set forth in subpart C below: A. Principal Sum of Secured Mortages: \$27,000.00 C. Principal Sum of Indebtedness; Secured. The amount set forth in subpart C shove shall not be construed to restrict or limit the scope of the Mortagage and Security Agreement is applies to the indebtedness is defined therein as sourced. Additional Parcel of Real Property as Additional Security. As additional Security for the indebtedness secured by the Mortagege and Security Agreement. TO HAVE AND TO HOLD the same and every part thereof unto Mortagage, its successors and assigns forever. Additional Mortagager. The following person or entity is hereby identified and added as a Mortagege under the Mortagege and Security Agreement; subports, cells and conveys unto Mortagege, its successors and assigns forever. Additional Mortager. The following person or entity is hereby identified and added as a Mortagege rule to Mortagege and Security Agreement, subject to all provisions, coverance, or entity is hereby identified and added as a Mortagege rule to Mortagege and Security Agreement, subject to all provisions, coverance and the particular and the subject to the demise thereof. Other: TO HAVE AND TO HOLD the same and every part thereof unto Mortagege, its successors and assigns forever. Additional Mortagege and Security Agreement in Mortagege and Security Agreement, except as a specifically	SouthPoint	Bank	ore executed the Mortgage			by Mortgagor or
Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agraement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants bargains, sells and conveys unto Mortgagee each parcol of real property at any time subject to the demise thereof: Other: IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgage under the Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to 16 executed by its or their duly authorized officer or representative, this 29th day of August 2007. NICK PHAKIS Date Date	specifically continue in formal NOW, THEF amended as Incomis in the last of th	runderstood that except as amentiall force and effect. REFORE, in consideration of the follows (check applicable box(crease in Principal Sum of Secure treased to the amount set forth Principal Sum of Indebted Increase in Principal Sum of Indebted e amount set forth in subpart Cothe indebtedness identified there ditional Parcel of Real Property curity Agreement, Mortgagor graduational Parcel of Real Property Courity Agreement Property Courity Agreement Property Courity Agreement Property Proper	ded hereby, the terms and cose presents, Mortgagor and es)]: ed Indebtedness. The princip in subpart C below: dness, as Recorded: \$ 210,00 and of Indebtedness: \$ 47,00 above shall not be constructed as secured. as Additional Security. As ants, bargains, sells and core	Mortgagee agree that the Mortgage and all sum of indebtedness identifications of the Mortgage and the scope of the restrict or limit the scope of additional security for the inveys unto Mortgagee the follows:	Security Agreement remain ortgage and Security Agreed in the Mortgage and Security of the Mortgage and Security and Security and Security Agreed by the Mortgage Agreed by the Mortgage and Security Agreed by the Mortgage and Agreed by the Mortgage	ement is hereby curity Agreement ity Agreement as
nor affect or impair any rights, powers or remedies of Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their handfs), or has caused this Amendment to Mortgage and Security Agreement to he executed by its or their duly authorized officer or representative, this 29th day of August 2007 NICK PIHANTS Date Date	Add Agr bar	ditional Mortgagor. The following reement, subject to all provisions gains, sells and conveys unto Marketta.	g person or entity is herebys, conditions, covenants, wa	ranties, indemnities and agree	lortgagor under the Mortga	age and Security ad hereby grants,
nor affect or impair any rights, powers or remedies of Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgage and Security Agreement. IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their handfs), or has caused this Amendment to Mortgage and Security Agreement to he executed by its or their duly authorized officer or representative, this 29th day of August 2007 NICK PIHANTS Date Date	!T !	S AGREED that nothing contain	ned herein shall impair the	security now held by Mortga	gee nor waive, annul, var	v or affect anv
	IN Sec	WITNESS WHEREOF, Mortgage urity Agreement to be executed as a second sec	rers or remedies of Mortgage or has hereunto set his, he ted by its or their duly	er or their hand(s), or has cand second authorized officer or represe	curity Agreement. aused this Amendment to ntative, this 29th Classification of the content of	

CERTIFICATE

20070912000427720 2/2 \$84.50 Shelby Cnty Judge of Probate, AL 09/12/2007 12:03:00PM FILED/CERT

State of Alabama	
County of Jefferson	

County of <u>Je</u>	fferson	 -				
indebtedness	presently inco	urred is <u>\$257,000</u>	0.00		of this Mortgage hereby certifies that the amount of upon which the mortgage tax is paid herewith, and under this Mortgage unless the Mortgage tax on such	
advances is p	paid into the a	ppropriate Judge	of Probate office	e no later that	each September hereafter or a document evidencing such document applicable thereto paid.	
	ICK PIHAKIS And Volume and	ND SPOUSE, SUZ.	ANNE	Mortgagee: SouthPoint Bank		
-	ding as show			6		
			·	•	David Chunn	
<u> </u>				<u>Vice</u> Title	President	
			INDIVIDUA	L ACKNOWLE	OGMENT	
STATE OF A						
COUNTY OF		7				
that Vic	C Pinal		ruzquue Pi		blic in and for said County, in said State, hereby certify signed to the foregoing conveyance and who is known	
to me, ackno	wledged befor	re me on this day			tents of the conveyance,on the day the same bears date.	
Give	n under my ha	and official s	eal, this 291	4 day	of A_{1} and A_{2} .	
					Malyn Duutson y Public	
				Notar My C	y Public volumes sign of the second of the s	
			INDIVIDUA	L ACKNOWLE	CMENT	
STATE OF A	_ABAMA					
COUNTY OF						
l,	·	<u> </u>		, a Notary	Public in and for said County, in said State, hereby certify	
that	d hefore me o	n this day that		_	ed to the foregoing conveyance and who is known to me, of the conveyance,	
			ne same bears dat		or the conveyance,,	
Give	n under my ha	and and official s	eal, this	day	of	
				<u> </u>		
					y Public ommission expires:	
		C:	ORPORATE OR O	THER ACKNOV	VI FOGMENT	
STATE OF A	ABAMA		ORFORMIE OR O	THEN ACKINO	VEDGIVIEIV I	
COUNTY OF	· · · · · · · · · · · · · · · · · · ·	······································				
i, that			, wł	, a Nota nose name as	ry Public in and for said County, in said State, hereby certify ,	
of			, a		, is signed to the foregoing conveyance, and	
wno is kno	wn to me,	acknowledged		•	being informed of the contents of said conveyance, ithority, executed the same voluntarily for and as the act of	
•		y the same bears and and official s		day	of	
	•		······································	Notar	/ Public	
					mmission expires:	
	t Prepared By:					
SouthPoint Bar	nk de Pkwy Suite	140	<u>- </u>			
Birmingham, A						
	Vice President					
Sub	division	Lot	Plat Book	Page	SOURCE OF TITLE	
QQ	Q	S	Ť	R		

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