



20071031000504770 1/2 \$150.80
Shelby Cnty Judge of Probate, AL
10/31/2007 03:18:29PM FILED/CERT

This instrument was prepared by

BRIDGET PAYNE (name)

17 NORTH 20TH STREET BIRMINGHAM AL, 35203 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 06-14-2007.

The parties and their addresses are:

MORTGAGOR: J BUSBY SIGNATURE HOMES INC, AN ALABAMA CORPORATION
509 HILLOCK TRCE
BIRMINGHAM, AL 35244-3920

LENDER: SUPERIOR BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 06-20-2007 and recorded on _____.

The Security Instrument was recorded in the records of _____ County, Alabama at _____.

The property is located in SHELBY County at LOT 30-01 HIGHLAND LAKES, BIRMINGHAM, AL 35242.

Described as:

LOT 30-01, ACCORDING TO THE MAP OF HIGHLAND LAKES, 30TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 34, PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY ALABAMA.

THIS NOTE AND MORTGAGE GIVEN TO INCREASE THE AMOUNT OF THAT CERTAIN NOTE AND MORTGAGE OF THE SAME # DATED 6/23/2006 IN THE ORIGINAL AMOUNT OF 704,800.00 RECORDED 7/13/06 (inst 20060713000337140) THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS INCREASES THE NOTE AND MORTGAGE BY 91,200.00

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.)*

LOT 30-01, ACCORDING TO THE MAP OF HIGHLAND LAKES, 30TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 34, PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY ALABAMA.

THIS NOTE AND MORTGAGE GIVEN TO INCREASE THE AMOUNT OF THAT CERTAIN NOTE AND MORTGAGE OF THE SAME # DATED 6/23/2006 IN THE ORIGINAL AMOUNT OF 704,800.00 RECORDED IN LR 200704 PAGE 26267 ON 3/16/2007 THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS INCREASES THE NOTE AND MORTGAGE BY 91,200.00

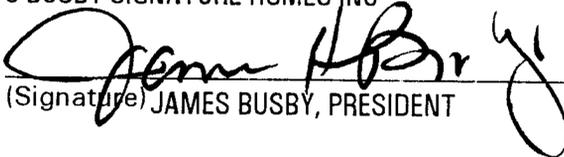
MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$ _____ increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant 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.

J BUSBY SIGNATURE HOMES INC

	_____ (Seal)	_____ (Seal)
(Signature) JAMES BUSBY, PRESIDENT	(Date)	(Date)
_____ (Seal)	_____ (Seal)	_____ (Seal)
(Signature)	(Date)	(Date)
_____ (Seal)	_____ (Seal)	_____ (Seal)
(Signature)	(Date)	(Date)

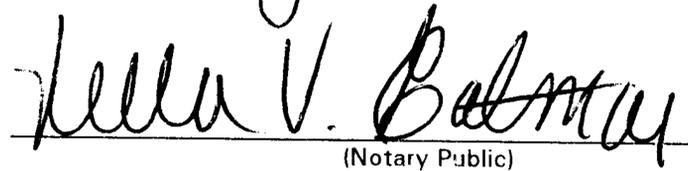
(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF Jefferson } ss.
 (Individual) I, a notary public hereby certify that James Busby, President of J. Busby Signature Homes Inc 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 14th day of June 2007.

My commission expires: 10/23/07



 (Notary Public)


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