



20080307000093800 1/4 \$508.70  
Shelby Cnty Judge of Probate, AL  
03/07/2008 08:50:54AM FILED/CERT

This instrument was prepared by

M&F BANK (name)

101 Riverchase Pkwy E Birmingham, AL 35244 (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 02-21-2008.  
The parties and their addresses are:

**MORTGAGOR:** Timberlake Development, LLC, LIMITED LIABILITY COMPANY  
15 Southlake Lane Suite 310  
Birmingham, AL 35244

**LENDER:** MERCHANTS & FARMERS BANK  
Organized and existing under the laws of the state of Mississippi  
POST OFFICE BOX 520  
KOSCIUSKO, MS 39090

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 01-12-2007 and recorded on 01-16-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT # 20070116000023210.  
The property is located in shelby County at AL.

Described as:  
SEE ATTACHED EXHIBIT A

**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.)*

TIMBERLAKE DEVELOPMENT, LLC  
NOTE#1820190  
IN THE AMOUNT OF \$325,751.00  
MATURITY DATE 02/01/2011  
INTERSET RATE 6.50% FIXED

☐ **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.

Timberlake Development, LLC

\_\_\_\_\_  
(Signature) KERRY CARTER, 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 \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.

(Individual) I, a notary public, hereby certify that \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
(Notary Public)

**ACKNOWLEDGMENT:**

STATE OF Alabama

COUNTY OF Shelby

I, a notary public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose  
Kerry Carter  
name(s) as President (Title(s)) of  
the Timberlake Development, LLC (Name of  
Business or Entity) a Limited Liability Company (Describe the  
Type of Entity), is/are signed to the foregoing conveyance and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the conveyance,  
he/she/they, in such capacity and with full authority, executed the same voluntarily for and  
as the act of said entity. Given under my hand this the 21<sup>ST</sup> day of \_\_\_\_\_  
February, 2008.

My commission expires: 4-28-10

Helen M. Gay  
Notary Public


  
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Exhibit A

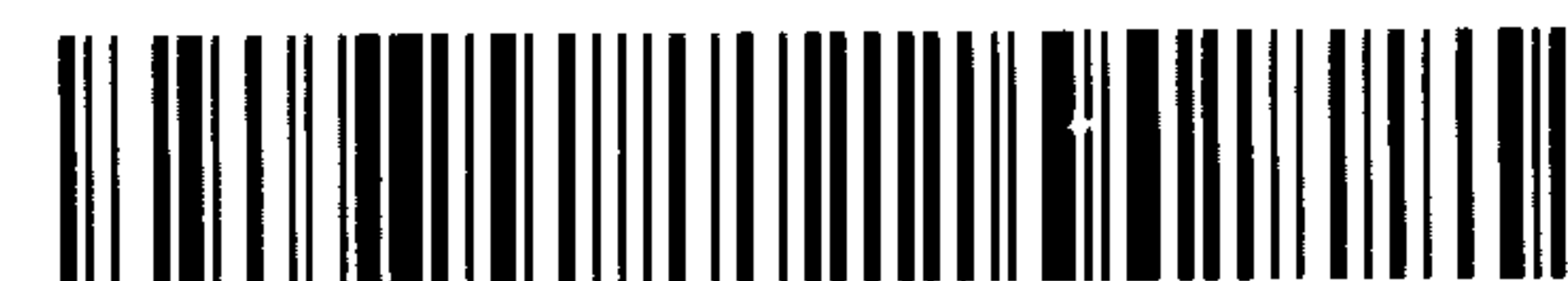
LEGAL DESCRIPTION

Parcel I:

Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 2 West; thence S 89° 21' 49" E, a distance of 991.78 feet to the Point of Beginning; thence S 89° 21' 49" E, a distance of 329.25 feet; thence N 00° 54' 42" E, a distance of 1,092.47 feet; thence N 89° 06' 48" W, a distance of 179.68 feet; thence N 00° 53' 12" E, a distance of 2.55 feet; thence N 89° 06' 48" W, a distance of 100.00 feet; thence S 50° 41' 22" W, a distance of 83.77 feet; thence S 00° 53' 12" W, a distance of 120.00 feet; thence S 18° 54' 59" E, a distance of 63.77 feet; thence S 00° 53' 12" W, a distance of 420.00 feet; thence S 23° 30' 33", a distance of 130.00 feet; thence S 00° 53' 33" W, a distance of 316.42 feet to the Point of Beginning.

Parcel II:

Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 2 West; thence S 89° 21' 049" E, a distance of 660.95 feet to the Point of Beginning; thence N 00° 54' 59" E, a distance of 1,758.22 feet; thence S 56° 55' 46" E, a distance of 76.27 feet; thence N 33° 04' 14" E, a distance of 105.78 feet; thence N 77° 23' 00" E, a distance of 246.20 feet; thence S 06° 27' 22" E, a distance of 154.20 feet; thence S 00° 53' 12" W, a distance of 613.82 feet; thence S 20° 41' 22" W, a distance of 63.77 feet; thence S 00° 53' 12" W, a distance of 120.00 feet; then S 18° 54' 59" E, a distance of 63.77 feet; thence S 00° 53' 21" W, a distance of 420.00 feet; thence S 23° 30' 33" W, a distance of 130.00 feet; thence S 00° 53' 33" W, a distance of 316.42 feet; then N 89° 21' 49" W a distance of 330.87 feet to the Point of Beginning.



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