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This instrument was prepared by Mary Jane Barnette, CapitalSouth Bank (FORMERLY KNOWN AS BANK OF ALABAMA), PO Box 59587, Birmingham, Alabama 35209

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is March 5, 2008. The parties and their addresses are:

**MORTGAGOR:**

**CPG PROPERTIES, L.L.C.**

An Alabama Limited Liability Company  
100 Corporate Woods Circle  
Alabaster, Alabama 35007

**LENDER:**

**CAPITALSOUTH BANK**

**COMMERCIAL LOAN DEPARTMENT**

Organized and existing under the laws of Alabama  
2340 Woodcrest Place  
Birmingham, Alabama 35209

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated May 21, 2007 and recorded on May 25, 2007 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument 20070525000244800 and covered the following described Property:

Lot 1, according to the Survey of Corporate Woods Circle, as recorded in Map book 38, page 73, in the Probate Office of Shelby County, Alabama.

This Modification is being recorded to increase the amount of the Mortgage from \$420,000.00 to \$450,000.00. Tax being paid only on the increase of \$30,000.00.

The property is located in Shelby County at 100 Corporate Woods Circle, Alabaster, Alabama 35007.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$450,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 170438, dated May 21, 2007, from Mortgagor to Lender, with a loan amount of \$450,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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

**MORTGAGOR:**

CPG Properties, L.L.C.

By Susan Kelley Johnson (Seal)  
Susan Kelley Johnson, Member

By Rebecca Harris Graves (Seal)  
Rebecca Harris Graves, Member

**LENDER:**

CapitalSouth Bank

Commercial Loan Department

By William E. Stockton III (Seal)  
William E. Stockton III, Vice President

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Shelby Cnty Judge of Probate, AL  
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ACKNOWLEDGMENT.

(Business or Entity)

State OF Alabama, County OF Jefferson ss.

I, Leatra Ann Lepley, a notary public, in and for said County in said State, hereby certify that Susan Kelley Johnsey, whose name as Member of the CPG Properties, L.L.C. a Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 6th day of March, 2008.

My commission expires:

Leatra A. Lepley  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THROUGH NOTARY PUBLIC UNDERWRITER

(Business or Entity)

State OF Alabama, County OF Jefferson ss.

I, Leatra Ann Lepley, a notary public, in and for said County in said State, hereby certify that Rebecca Harris Graves, whose name as Member of the CPG Properties, L.L.C. a Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 6th day of March, 2008.

My commission expires:

Leatra A. Lepley  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
BONDED THROUGH NOTARY PUBLIC UNDERWRITER



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(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, Leeatra Ann Lepley, a notary public, in and for said County in said State, hereby certify that William L. Stockton III, whose name(s) as Vice President of CapitalSouth Bank Commercial Loan Department, a corporation, is/are signed to the foregoing instrument and who is known to me, and that the seal affixed to foregoing instrument is the seal of said corporation, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 16th day of March, 2008.

My commission expires:

Leeatra A. Lepley  
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 21, 2010  
WONDED THE NOTARY PUBLIC UNDERWRITER



20080409000144310 4/4 \$65.00  
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