



20080418000158180 1/3 \$1583.45  
Shelby Cnty Judge of Probate, AL  
04/18/2008 09:13:03AM FILED/CERT

This instrument was prepared by

MERCHANTS AND FARMERS BANK (name)

POST OFFICE BOX 520, KOSCIUSKO, MS 39090 (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 03-28-2008.  
The parties and their addresses are:

**MORTGAGOR:** R & S CUSTOM HOMES, INC., AN ALABAMA Corporation  
22 OLMSTED STREET  
BIRMINGHAM, AL 35242

**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 05-08-2007 and recorded on 12-10-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20071210000556800. The property is located in SHELBY County at 4 HIDDEN HILLS, SHOAL CREEK, AL 35242.

Described as:

Lot 83, according to the Survey of Shoal Creek Subdivision, as recorded in Map Book 6, Page 150, 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.)*

R & S CUSTOM HOMES, INC.

NOTE #1830290

IN THE AMOUNT OF \$1,044,300.00

MATURITY DATE 06-28-2008

INTEREST ACCRUES AT A VARIABLE RATE

☐ **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.

R & S CUSTOM HOMES, INC.

(Signature) RONALD T. KELLEY, PRESIDENT 3/28/08 (Seal)  
(Date)

\_\_\_\_\_  
(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 Shelby } ss.

(Individual) I, a notary public, hereby certify that Ronald T. Kelley  
\_\_\_\_\_  
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)



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**ACKNOWLEDGMENT:**

STATE OF Alabama

COUNTY OF Shelby

I, a notary public, in and for said County in said State, hereby certify that \_\_\_\_\_  
whose  
name(s) as Ronald T. Kelley (Title(s)) of  
the President (Name of  
Business or Entity) a R & S Custom Homes, Inc  
Corporation for Profit (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 28<sup>th</sup> day of \_\_\_\_\_  
March, 20 08.

My commission expires: 4-28-10

Helene M. Gay  
Notary Public