

This instrument	t was prepared by				
MERCHANTS AND FARMERS BANK		(name)			
POST OFFICE BOX 520, KOSCIUSKO, MS 39090		(address)			
s	tate of Alabama ———		——— Space Above This Line For Recording Data		
	MC	DIFICATION	OF MORTGAGE		
	RTIES. The date of this date their addresses are:	Real Estate Modific	ation (Modification) is <u>03-28-2008</u>		
MORTGAGO	OR: R & S CUSTOM HOMES, INC., A 22 OLMSTED STREET BIRMINGHAM, AL 35242	4N ALABAMA Corporation			
LENDER:	MERCHANTS & FARMERS BAN Organized and existing under the POST OFFICE BOX 520 KOSCIUSKO, MS 39090		ppi		
recorded on 12- SHELBY	10-2007 County, Ala	er entered into a Stabama at <u>INSTRUMENT</u>			
The property is	s located in <u>SHELBY</u>		County at 4 HIDDEN HILLS, SHOAL CF	REEK, AL 35242	
Described as: Lot 83, according to the	ne Survey of Shoal Creek Subdivision,	as recorded in Map Book 6, P	age 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

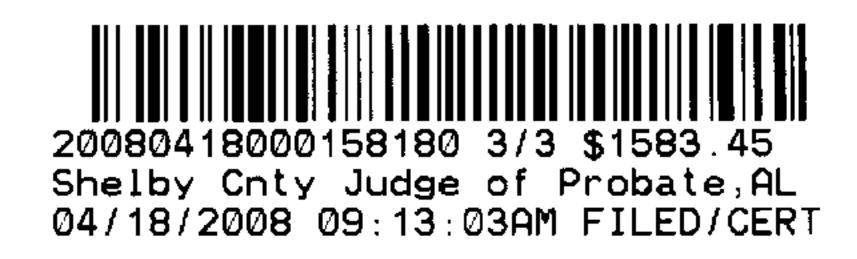
☐ MAXIMUM OBLIGATION LIMIT. The will not exceed \$			
in the total principal amount secured. The validly made pursuant to the Security Interms of the Security Instrument to protect Security Instrument.	nis limitation of am Instrument. Also, th	ount does not include inter his limitation does not app	rest and other fees and charges by to advances made under the
WARRANTY OF TITLE. Mortgagor warrathe Security Instrument and has the rigalso warrants that such same property is	ght to grant, barga	ain, convey, sell, and mor	rtgage the property. Mortgagor
CONTINUATION OF TERMS. Except a Instrument remain in effect.	as specifically an	nended in this Modification	on, all terms of the Security
SIGNATURES: By signing below, Mortgagor also acknowledges receipt of	gagor agrees to t a copy of the Mod	the terms and covenants dification.	contained in this Modification.
1Stanatural Davis Davis Vancour	3/28/08(Seal)	(Cierra e Arres a)	(Seal)
(Signature) RONALD T. KELLEY PRESIDENT	(Date)	(Signature)	(Date)
	(Seal)		(Seal)
(Signature)	(Date)	(Signature)	(Date)
	(Seal)		(Seal)
(Signature)	(Date)	(Signature)	(Date)
(Witness as to all signatures)	· · · · · · · · · · · · · · · · · · ·	(Witness	as to all signatures)
ACKNOWLEDGMENT: 1		-1.11	
STATE OF AADAMA		INTY OF Shelby	} ss.
(Individual) I, a notary public, hereby certi	ty that Konaic		are signed to the foregoing
conveyance, and who is/are k	nown to me ack		are signed to the foregoing this day that, being informed of
			rily on the day the same bears
date. Given under my hand thi	is	day of	· · · · · · · · · · · · · · · · · · ·
My commission expires:			
(Seal)			
			(Notary Public)

Expere © 2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-AL 2/21/2002

20080418000158180 2/3 \$1583.45

Shelby Cnty Judge of Probate, AL

04/18/2008 09:13:03AM FILED/CERT



ACKNOWLEDGMENT:	
STATE OF Alabama	
COUNTY OF Shelby	
I, a notary public, in and for said County i	
Ronald T. Kelley	whose
name(s) as President	(Title(s)) of
the 22 S Custom Homes,	The (Name of
Business or Entity) a Corporation	(Describe the
	egoing conveyance and who is known to me,
	being informed of the contents of the conveyance,
as the act of said entity. Given under my	authority, executed the same voluntarily for and hand this the day of
<u>Maroh</u> , 20 <u>68</u> .	day or
My commission expires: 4-28-10	
	Helen M. Hay
	Notary Public