



20080418000158190 1/4 \$166.40
Shelby Cnty Judge of Probate, AL
04/18/2008 09:13:04AM FILED/CERT

This instrument was prepared by

MERCHANTS & 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 03-31-2008.
The parties and their addresses are:

MORTGAGOR: MIKE CLINE CONSTRUCTION, INC., AN ALABAMA CORPORATION
44 CEDAR WAY
MONTEVALLO, AL 35115

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 03-13-2007 and recorded on 03-16-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT ##20070316000119430. The property is located in SHELBY County at 1 CANTERBURY ESTATES, MONTEVALLO, AL 35115.

Described as:
SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION.

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.)*

MIKE CLINE CONSTRUCTION, INC.
NOTE #1825150
AMOUNT \$97,600.00
INTEREST ACCRUES AT A VARIABLE RATE
MATURITY DATE 09-01-2008

☐ **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.

MIKE CLINE CONSTRUCTION, INC.



(Signature) MIKE CLINE, 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)


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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 _____
Mike Cline whose
name(s) as President (Title(s)) of
the Mike Cline Construction, Inc. (Name of
Business or Entity) an Alabama Corporation (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 31st day of _____
March, 20 08.

My commission expires: 4-28-10

Helen M. Gay
Notary Public


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EXHIBIT "A"

Lot 1, according to the Survey of Canterbury Estates, First Addition, as recorded in Map Book 16, page 67, in the Probate Office of Shelby County, Alabama