



20080514000196460 1/4 \$5796.50
Shelby Cnty Judge of Probate, AL
05/14/2008 11:38:38AM 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 03-15-2008.
The parties and their addresses are:

MORTGAGOR: TROPHY DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY
1205 ASHVILLE ROAD SUITE 200
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 03-15-2007 and recorded on 10-29-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20071029000497960. The property is located in SHELBY County at MONTEVALLO, AL 35007.

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.)*

TROPHY DEVELOPMENT, LLC

NOTE #1825380

AMOUNT \$3,851,000.00

INTEREST RATE 6.5% FIXED

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.

TROPHY DEVELOPMENT, LLC

(Signature) [Signature] (Seal)
(Date) _____

(Signature) _____ (Seal)
(Date) _____

(Signature) _____ (Seal)
(Date) _____

(Witness as to all signatures)

(Signature) [Signature] (Seal)
(Date) _____

(Signature) _____ (Seal)
(Date) _____

(Signature) _____ (Seal)
(Date) _____

(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 _____
Jason Spinks and William Griffin whose
name(s) as Members (Title(s)) of
the Trophy 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 15th day of _____
March, 20 08.

My commission expires: 4-28-10

Helen M. Gay
Notary Public

EXHIBIT "A"

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Property Description:

Township 21 South, Range 3 West, Shelby County, Alabama

Section 17:

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4), LESS AND EXCEPT one acre off the West side and near the Northwest corner of said forty, which said one acre is now being used for a cemetery. There is also EXCEPTED that portion of the Kendrick and Holcomb lot situated in the NE 1/4 of the SE 1/4 of said Section 17, which excepted portion constitutes approximately 1.29 acres, more or less, and which said lot, including the excepted portion mentioned herein, is more particularly described in Deed Book 139, page 299 in the Probate Office;

The Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) LESS AND EXCEPT the following described lot, which is more particularly described as follows: Commencing at a stone corner about 380 feet North of a point on the South boundary line of the SW 1/4 of the SE 1/4 of said Section 17, which point is about 700 feet East of the Southwest corner of said forty acre tract; said stone corner being South 27 degrees East of the Southwest corner of the African M. E. Church about 90 feet; thence West 104 feet to another stone corner; thence North 208 feet to a chestnut stake; thence East 104 feet to an oak stake; thence South 208 feet to a stone corner, being the point of beginning of the lot excepted.

The Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4);

The Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4);

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4).

Section 20:

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4);

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4);

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4);

The Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4).

Section 29:

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4);

The Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4);

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4).