

\$5828

20080909000358620 1/3 \$59.00
Shelby Cnty Judge of Probate, AL
09/09/2008 02:06:01PM FILED/CERT

Amended \$27,920.00 Recording 11/25/08 #20080125000034180

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This instrument was prepared by ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 30, 2008. The parties and their addresses are:

MORTGAGOR:

WILLOW OAKS, LLC

An Alabama Limited Liability Company

15 SOUTHLAKE LANE STE 310

BIRMINGHAM, Alabama 35244

LENDER:

SERVISFIRST BANK

Organized and existing under the laws of Alabama

P O Box 1508

Birmingham, Alabama 35201-1508

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JANUARY 16, 2008 and recorded on JANUARY 25, 2008 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at 20080125000034180 and covered the following described Property:

LOT 302, ACCORDING TO THE SURVEY OF WILLOW OAKS, AS RECORDED IN MAP BOOK 38, PAGE 137A-137C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at LOT 302 WILLOW OAKS, WILSONVILLE, Alabama 35186.

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 \$219,920.00. 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. 7533, dated January 16, 2008, from Mortgagor to Lender, with a loan amount of \$219,920.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

(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.

5. ADDITIONAL TERMS. INCREASE CREDIT LIMIT FROM \$192,000.00 TO \$219,920.00

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:

WILLOW OAKS, LLC

By  (Seal)
John Palmer, Member

LENDER:

ServisFirst Bank

By  (Seal)
Brandon Wallis

ACKNOWLEDGMENT.

(Business or Entity)

STATE ALABAMA OF ALABAMA, COUNTY JEFFERSON OF JEFFERSON ss.

I, KUSTY M. REDFORD, a notary public, in and for said County in said State, hereby certify that John Palmer, whose name(s) as Member of the WILLOW OAKS, LLC a Limited Liability Company, is/are 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/they, in his/her/their capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 31st day of AUGUST, 2008.

My commission expires: JAN 24, 2010


(Notary Public)



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(Lender Acknowledgment)

STATE ALABAMA, COUNTY JEFFERSON OF JEFFERSON ss.

I, KRISTY M. REDFORD, a notary public, in and for said County in said State, hereby certify that Brandon Wallis, whose name(s) as VICE PRESIDENT of ServisFirst Bank, a corporation, is/are 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/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 4TH day of AUGUST, 2008.

My commission expires: JAN. 24, 2010

Kristy M. Redford
(Notary Public)



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