

20081201000453540 1/2 \$97.50
Shelby Cnty Judge of Probate, AL
12/01/2008 02:49:10PM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

2700 CAHABA VILLAGE PLACE, MOUNTAIN BROOK AL 35243 (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 11-19-2008.
The parties and their addresses are:

MORTGAGOR: LANDSOUTH CONTRACTORS, INC.
130 INVERNESS PLAZA #201
BIRMINGHAM, AL 35242

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
2700 CAHABA VILLAGE PLACE
MOUNTAIN BROOK, AL 35243

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08-10-2007 & 6/27/2008 and recorded on 08-15-2007 & 7/3/2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT # 20070815000384860 & INSTRUMENT # 20080703000270980. The property is located in SHELBY County at LOT 3 SHELBY WEST CORPORATE PARK, ALABASTER, AL 35007.

Described as:
LOT 3, ACCORDING TO THE SURVEY OF CORPORATE WOODS CIRCLE AS RECORDED IN MAP BOOK 38, PAGE 73, 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.)*

NOTE DATED 11/19/08 IN THE AMOUNT OF \$483,000.00



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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$483,000.00 ☒ which is a \$55,000.00 ☒ 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.

LANDSOUTH CONTRACTORS, INC.

(Signature) [Signature] (Seal)
JAMES DENNIS GALLUPS, PRESIDENT (Date)

(Signature) _____ (Seal)
(Date)

(Signature) _____ (Seal)
(Date)

(Signature) _____ (Seal)
(Date)

(Signature) _____ (Seal)
(Date)

(Signature) _____ (Seal)
(Date)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama COUNTY OF Chelferson } ss.
(Individual) I, a notary public, hereby certify that James Dennis Gallups,
President 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 28th day of November, 2008.
My commission expires:

(Seal)

[Signature]
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 24, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS