

This instrument was prepared by

BRYANT BANK (name)

2700 CAHABA VILLAGE PLAZA MOUNTAIN BROOK ALABAMA 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 11-30-2008
The parties and their addresses are:

MORTGAGOR: KEN UNDERWOOD CLASSIC HOMES INC.,
2015 STONEGATE TRAIL, SUITE 101
BIRMINGHAM, AL 35242

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

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08-30-2007 and recorded on 09-14-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20070914000432190. The property is located in SHELBY County at LOTS 12, 16, 18, 20, 22, 26, 28 AND 30. SHELBY FARMS SUBDIVISION, ALABASTER, AL 35115

Described as:
LOTS 12, 16, 18, 20, 22, 26, 28 AND 30, ACCORDING TO THE FINAL PLAT OF SHELBY FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 38, PAGE 149, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

THIS MODIFICATION TO ADD LOT 14 AND REMOVE LOT 28 WITH NEW LEGAL DESCRIPTION BELOW.

LOTS 12, 14, 16, 18, 20, 22, 26, AND 30, ACCORDING TO THE FINAL PLAT OF SHELBY FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 38, PAGE 149, 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 12/12/2008, AND COMMERCIAL DEBT MODIFICATION AGREEMENT DATED 11/30/2008 IN THE AMOUNT OF \$360,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$360,000.00 ☒ which is a \$0.00 ☒ 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.

KEN UNDERWOOD CLASSIC HOMES INC.

(Signature) Ken H. Underwood (Seal) (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 Jefferson } ss.
(Individual) I, a notary public, hereby certify that Ken H. Underwood, 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 23 day of Dec, 2008.

My commission expires:

(Seal)

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

Kendall Over
(Notary Public)



20081229000477210 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/29/2008 03:58:41PM FILED/CERT