

RECORDATION REQUESTED BY:

20090302000073280 1/2 \$389.00
Shelby Cnty Judge of Probate, AL
03/02/2009 11:39:13AM FILED/CERT

WHEN RECORDED MAIL TO:

LENDING SERVICE CENTER
RBC BANK (USA)
PO BOX 1220
ROCKY MOUNT, NC 27802

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 20, 2009, is made and executed between TP Development Company, LLC, whose address is 2000 Morris Avenue Suite 1200, Birmingham, AL 35205 (referred to below as "Grantor") and RBC Bank (USA), whose address is Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

As recorded in Probate Office of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lots 19, 21, & 25, according to the Survey of Saunders Bridge, 1st Sector, as recorded in Map Book 38, Pages 38A, 38B, 38C and 38D, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as Lots 19, 21 & 25 Saunders Bridge Road, Sterrett, AL 35147.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Increase principal from \$500,000.00 to \$750,000.00.


CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 20, 2009.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TP DEVELOPMENT COMPANY, LLC

By:  (Seal)
Rhett Bennett, Member of TP Development
Company, LLC

LENDER:

RBC BANK (USA)

x  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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This Modification of Mortgage prepared by:

Chris Peeler
LENDING SERVICE CENTER
RBC BANK (USA)
PO BOX 1220
ROCKY MOUNT, NC 27802

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Rhett Bennett, Member of TP Development Company, LLC**, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20 day of Feb. 2009
Jessica White
Notary Public

My commission expires 8-15-2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lee H. Riley
whose name as JVP of **RBC Bank (USA)** is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as
such JVP of **RBC Bank (USA)**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20 day of Feb. 2009
Cassius Halchis
Notary Public

My commission expires 11/1/09