

\$59.50
(35)

20090428000156430 1/5 \$63.50
Shelby Cnty Judge of Probate, AL
04/28/2009 03:50:15 PM FILED/CERT

Increase \$27,000

Previously recorded 9/15/08 # 20080915000366230

Space Above This Line For Recording Data

This instrument was prepared by Linda Sorensen, 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 February 10, 2009. The parties and their addresses are:

MORTGAGOR:

WILLOW OAKS, LLC

An Alabama Limited Liability Company
15 SOUTHLAKE LANE, SUITE 310
BIRMINGHAM, AL 35244

LENDER:

SERVISFIRST BANK

Organized and existing under the laws of Alabama
P O Box 1508
Birmingham, AL 35201-1508

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated AUGUST 8, 2008 and recorded on SEPTEMBER 15, 2008 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at 20080915000366230 and covered the following described Property:

Lot 319, 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 319 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 \$239,000.00. 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 and Future Advances. 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 renewal note or other agreement, No. 7530, dated February 10, 2009, from Mortgagor to Lender, with a loan amount of \$239,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate 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.

(c) 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.

(d) 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 MORTGAGE FROM \$212,000.00. TO \$239,000.00.

6. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

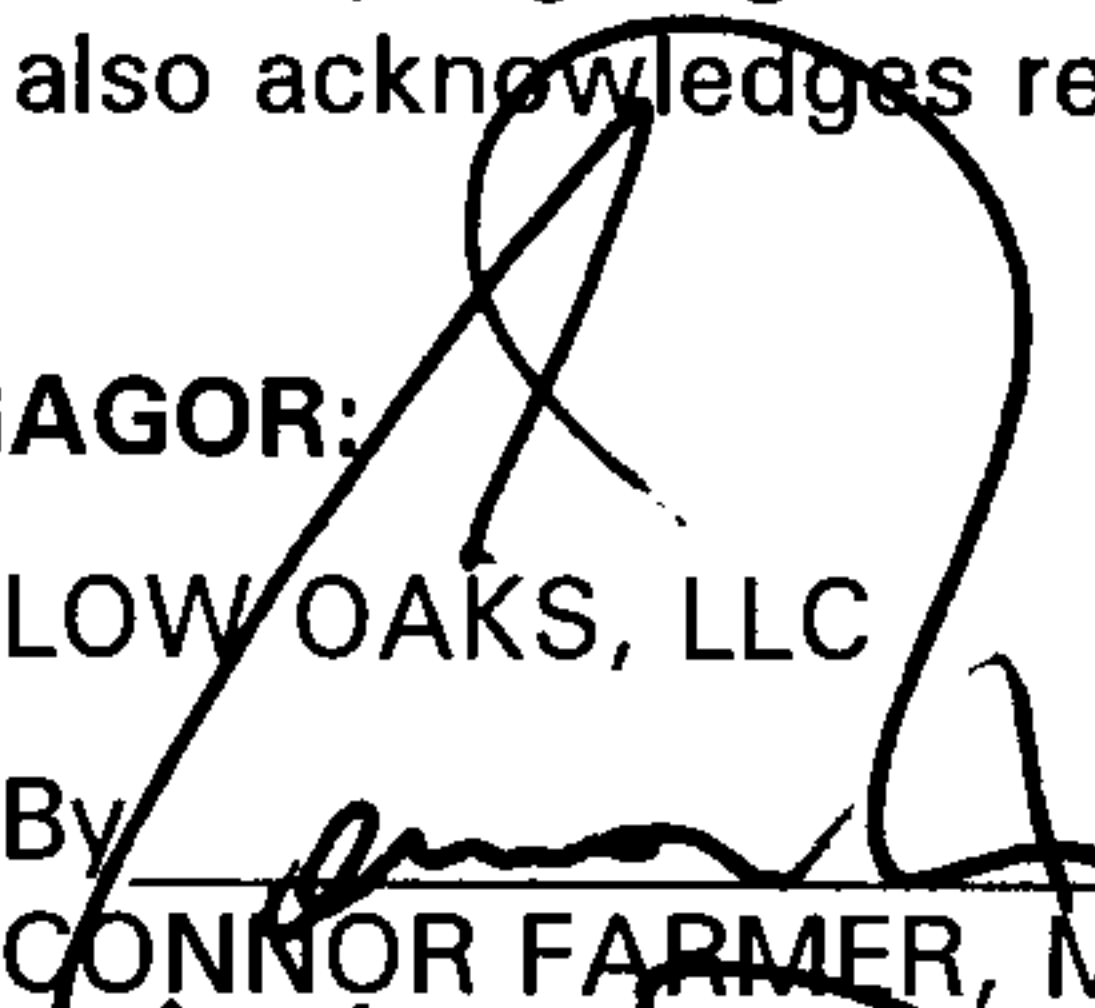
The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

7. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

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)
CONNOR FARMER, MEMBER

By  (Seal)
KEVIN TURNER, MEMBER

By  (Seal)
JOHN PALMER, MANAGING MEMBER



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LENDER:

ServisFirst Bank

By  (Seal)
Preston Reeder

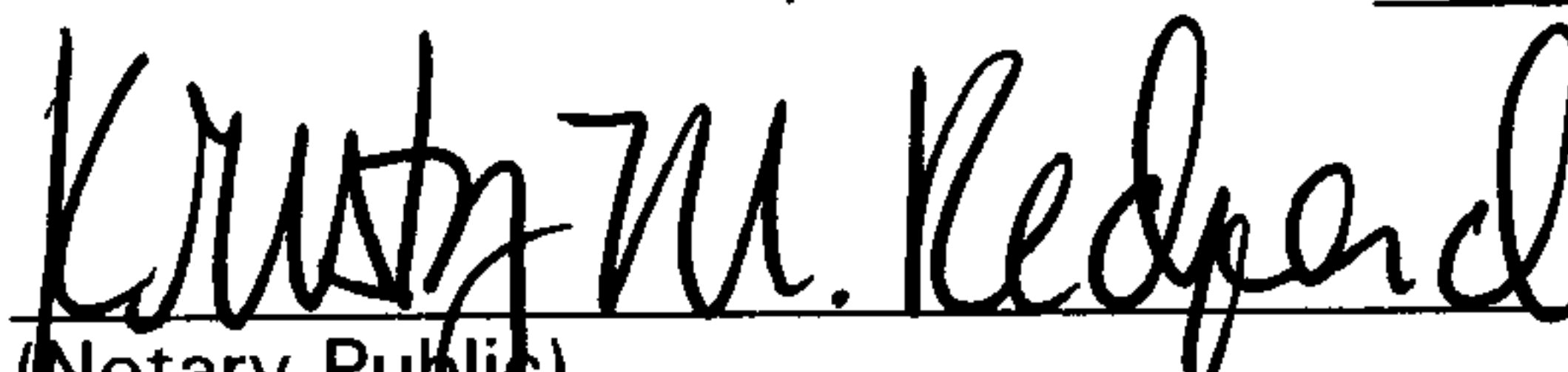
ACKNOWLEDGMENT.

(Business or Entity)

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, KRISTY M. REDFORD, a notary public, in and for said County in said State, hereby certify that CONNOR FARMER, KEVIN TURNER and JOHN PALMER, whose name(s) as MEMBER, MEMBER and MANAGING 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, MEMBER and MANAGING MEMBER, executed the same voluntarily on the day the same bears date. Given under my hand this the 23RD day of MARCH, 2009.

My commission expires:


(Notary Public)

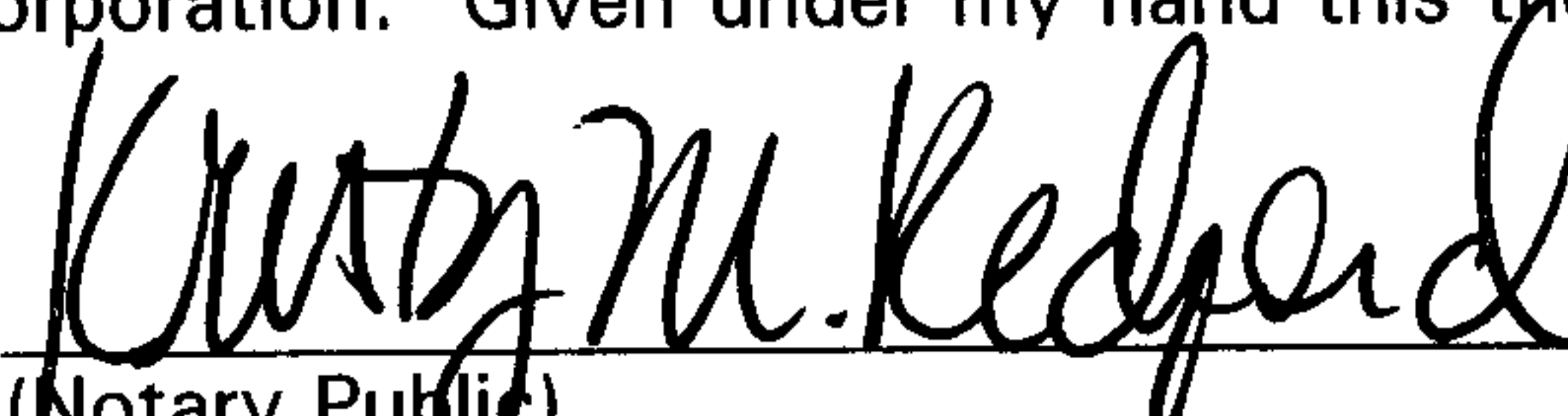
KRISTY M. REDFORD
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
January 24, 2010

(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, KRISTY M. REDFORD, a notary public, in and for said County in said State, hereby certify that Preston Reeder, whose name(s) as COMM. BANKING OFFICER 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 23RD day of MARCH, 2009.

My commission expires:


(Notary Public)

KRISTY M. REDFORD
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
January 24, 2010



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ServisFirst Bank

AFFIDAVIT AND AGREEMENT

STATE OF Alabama
COUNTY OF Jefferson

s.s.

On this 23RD day of MARCH, 2009 before me personally appeared WILLOW OAKS, LLC;
JOHN PALMER, CONNOR FARMER AND KEVIN TURNER

owners of property, and, JOHN PALMER General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persons, firms and corporations, including the General Contractor and all sub-contractors, who have furnished services, labor, or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full (except the following liens listed in Exhibit A) and that such work was fully completed on or before and accepted by the owners, free and clear of any mechanic's lien whatever, all such liens or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

~~NONE~~

MECHANICS' LIEN RECORDED IN INT. 20090202000032530, IN FAVOR OF WASTE CORPORATION OF ALABAMA LLC, AGAINST HWY 55, LLC, IN THE AMOUNT OF \$366.12, PLUS INTEREST, FILED FOR RECORD 2/2/09, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Lot 319 Willow Oaks

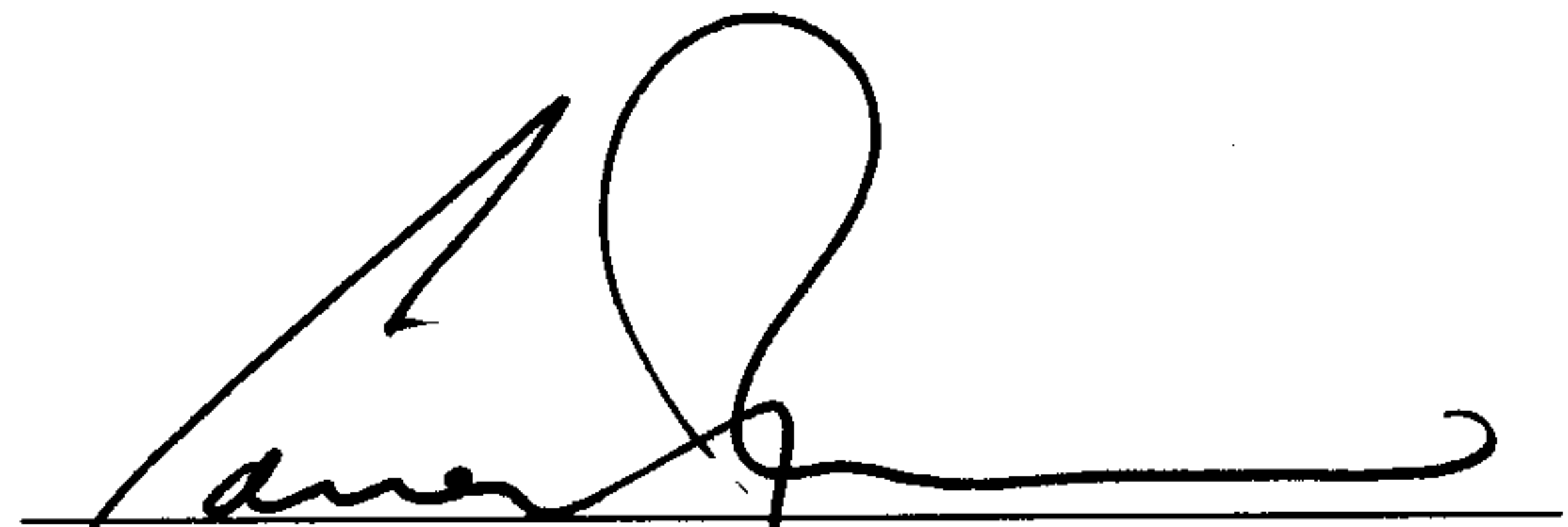
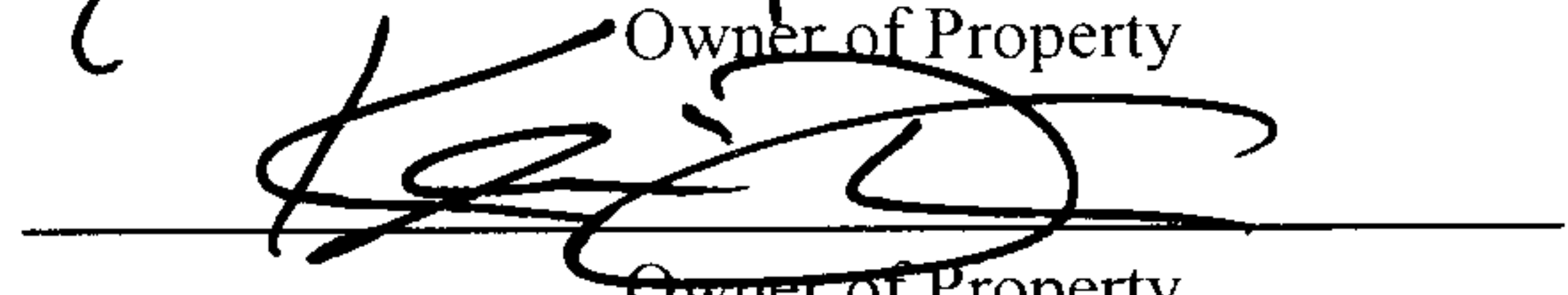
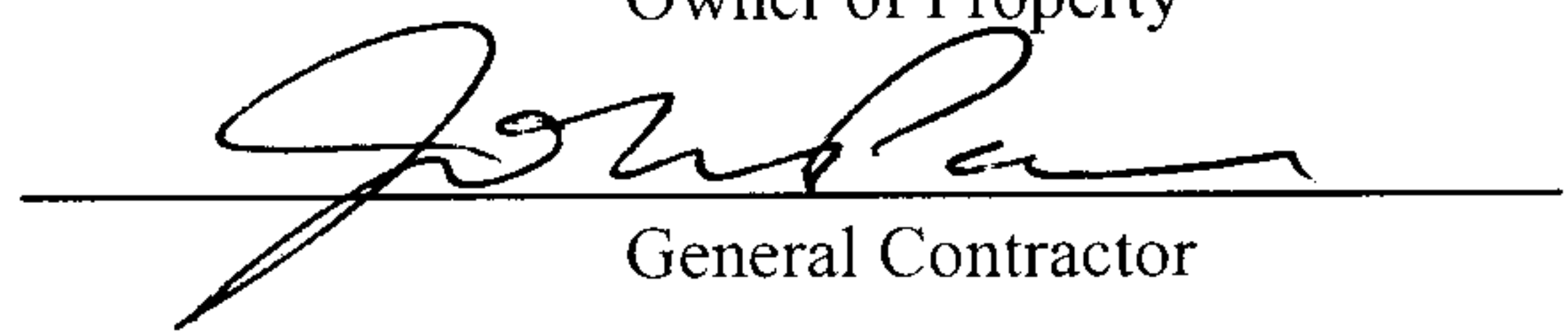
in the County of Shelby, State of Alabama, and are described as follows to-wit:

Lot 319 according to the Survey of Willow Oaks, as recorded in Map Book 38, Page 137-A, 137-B & 137-C, in the Probate Office of Shelby County, Alabama.



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NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signature should be those of officers of the corporations, preferably the Presidents.


Owner of Property

Owner of Property

General Contractor

Subscribed, and sworn to before me the day and year above written.


Notary Public

KRISTY M. REDFORD
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
January 24, 2010

For use with corporate landowner and / or corporate contractor:

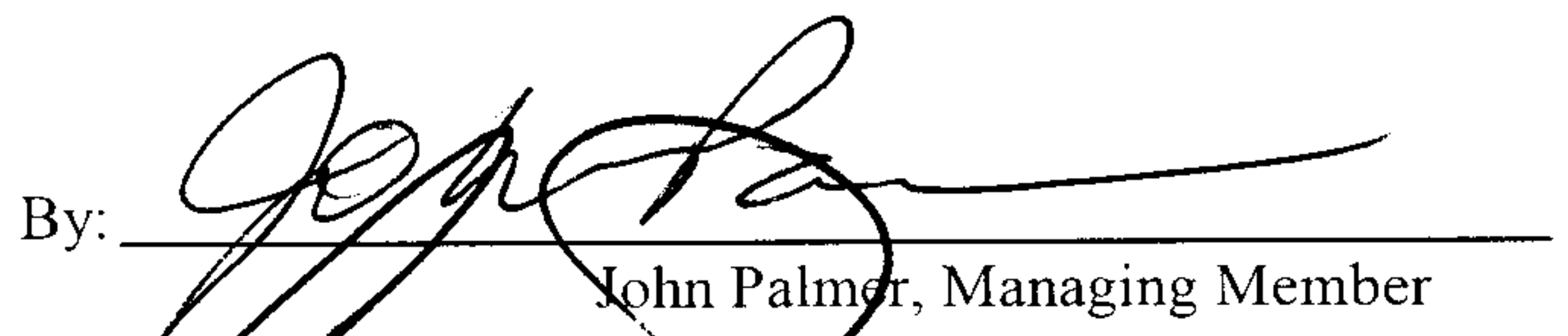
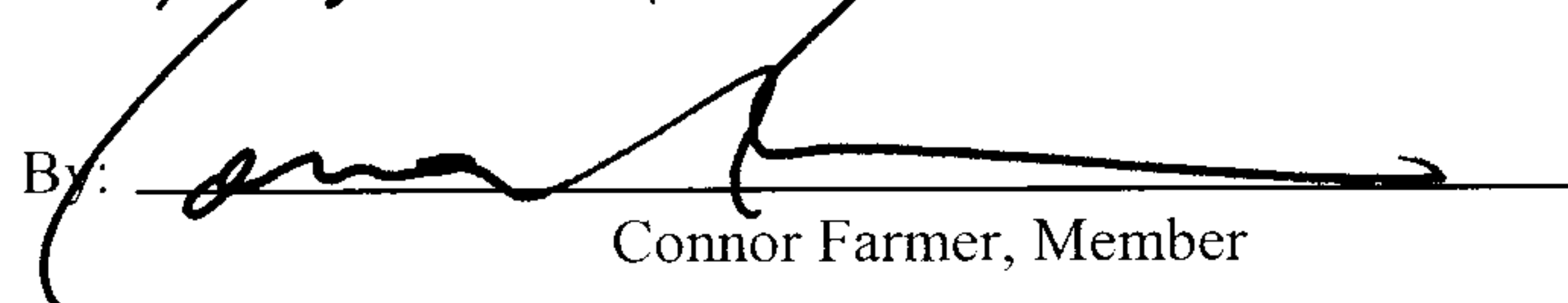
Willow Oaks, LLC

a Limited Liability Company, of the State of Alabama joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained.

Willow Oaks, LLC

(Name of Company)

Affix corporate
seal here.

By: 
John Palmer, Managing Member
By: 
Connor Farmer, Member
By: 
Kevin Turner, Member



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