



20100408000106040 1/3 \$51.50
Shelby Cnty Judge of Probate, AL
04/08/2010 09:06:55 AM FILED/CERT

Line was of mtg \$23,000 - for mortgage recorded 10/2/08 #20081002000390880

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This instrument was prepared by Alicia Lucas, 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 March 9, 2010. The parties and their addresses are:

MORTGAGOR:

DRUM CONSTRUCTION CORP.

An Alabama Corporation
4957 KEITH DRIVE
BIRMINGHAM, AL 35242

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 September 25, 2008 and recorded on October 2, 2008 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT# 20081002000390880 and covered the following described Property:

LOT 3, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 5TH SECTOR, PHASE IV, AS RECORDED IN MAP BOOK 33, PAGE 155, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA

The property is located in SHELBY County at LOT 3 GREYSTONE LEGACY, BIRMINGHAM, Alabama 35242.

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. 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. 7239, dated March 9, 2010, from Mortgagor to Lender, with a loan amount of \$766,000.00.

(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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(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. MORTGAGE AMOUNT INCREASING FROM \$743,000.00 TO \$766,000.00

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:

DRUM CONSTRUCTION CORP.

By James R.A. Drum (Seal)
JAMES R.A. DRUM, PRESIDENT

LENDER:

ServisFirst Bank

By Preston Beeder (Seal)
Preston Beeder

ACKNOWLEDGMENT.

(Business or Entity)

State Alabama OF Jefferson County OF Jefferson ss.

I, Don Christian, a notary public, in and for said County in said State, hereby certify that JAMES R.A. DRUM, whose name(s) as PRESIDENT of the DRUM CONSTRUCTION CORP. 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 and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 9 day of March, 2010.

My commission expires:

[Signature]
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 22, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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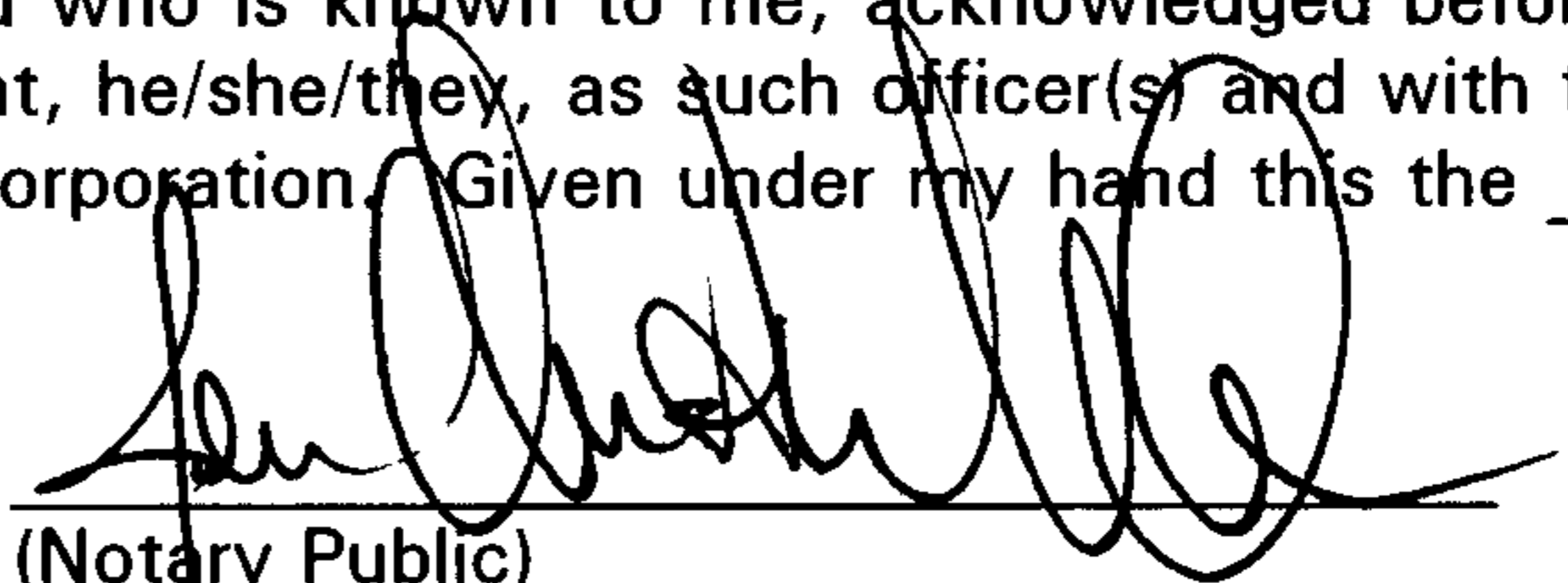
(Lender Acknowledgment)


State Alabama OF Jefferson County OF Jefferson ss.

I, Jon Christie-Ware, a notary public, in and for said County in said State, hereby certify that Preston Reeder, whose name(s) as CBO 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 9 day of March, 2010.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES 12/31/11
BONDED THRU NOTARY PUBLIC UNDERWRITERS


(Notary Public)


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