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Shelby Cnty Judge of Probate, AL
10/01/2012 03:24:45 PM FILED/CERT

WHEN RECORDED MAIL TO:

ServisFirst Bank
850 Shades Creek Parkway
Birmingham, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated July 30, 2012, is made and executed between **BUILT BY U HOMES, INC.** (referred to below as "Grantor") and **ServisFirst Bank**, whose address is **850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage recorded March 13, 2006 in Instrument #20060313000116970, Page 1-7; Modification of Mortgage recorded July 23, 2010 in Instrument #20100723000234280, Pages 1-2 in Shelby County, Alabama.

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

LOT 21, ACCORDING TO THE SURVEY OF CHELSEA RIDGE ESTATES, 1ST SECTOR, AS RECORDED IN MAP BOOK 35, PAGE 150, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as LOT 21 CHELSEA RIDGE, CHELSEA, AL 35043.

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

The maturity date is extended. (Current amount of indebtedness is \$222,600.88).

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 endorsers 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 JULY 30, 2012.

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.

BUILT BY U HOMES, INC.

By: JEFF MICHAEL RUSERT, President of BUILT BY U HOMES, INC. (Seal)

LENDER:

SERVISFIRST BANK

X Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: Jackie Benton
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

RECEIVED JUL 31 2012

RECEIVED AUG 22 2012

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5140

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CORPORATE 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 JEFF MICHAEL RUSERT, President of BUILT BY U HOMES, INC., a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of July, 20 12.

Juliana C. Noon
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
My commission expires ~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

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 Clark Foxmeister whose name as Vice President of ServisFirst Bank 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 Vice President of ServisFirst Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 30th day of July, 20 12.

Juliana C. Noon
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
My commission expires ~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~


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