

20130213000062930 1/3 \$113.55
Shelby Cnty Judge of Probate, AL
02/13/2013 11:24:01 AM FILED/CERT

RECORDATION REQUESTED BY:

ALiant BANK, a division of USAmeriBank
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

Aliant Bank, a division of USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

USAmeriBank

\$63,650 increase

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$292,600.00 (on which any required taxes already have been paid), now is increased by an additional \$356,250.00.

THIS MODIFICATION OF MORTGAGE dated January 31, 2013, is made and executed between Eddleman Homes, LLC, an Alabama limited liability company, whose address is 2700 Hwy 280, Suite 425, Birmingham, AL 35223 (referred to below as "Grantor") and ALiant BANK, a division of USAmeriBank, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Construction Mortgage dated 10/15/2012 and recorded 11/9/2012 in Instrument No. 20121109000432410 in the Probate office of Shelby County, Alabama.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2039 Highland Village Bend, Birmingham, AL 35242. The Real Property tax identification number is 09-2-03-0-002-012.000.

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

1. As of the date of execution of this Modification, the loan amount of \$292,600.00 is renewed and increased by a future advance of \$63,650.00 for a total consolidated loan amount of \$356,250.00.

2. Interest rate and repayment schedule as further defined in the Changed in Terms Agreement of even date.

3. The Mortgage, as modified, shall secure the Change in Terms Agreement to the same extent as if the Change in Terms Agreement was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

All other terms and conditions remain the same.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$95.55 IS BEING PAID AND ATTACHED TO THIS MODIFICATION ON THE INCREASE AMOUNT OF \$63,650.00.

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 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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 401404900

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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 JANUARY 31, 2013.

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:

EDDLEMAN HOMES, LLC

By: Billy D. Eddleman 2-1-13 (Seal)
Billy D. Eddleman, Manager of Eddleman Homes, LLC

By: Douglas D. Eddleman 1/31/13 (Seal)
Douglas D. Eddleman, Manager of Eddleman Homes, LLC

LENDER:

ALIENT BANK, A DIVISION OF USAMERIBANK

X Dan Spurr (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Doc Prep J Porter, Loan Documentatin Specialist
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

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 Billy D. Eddleman, Manager of Eddleman Homes, 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 manager 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 1 day of February, 20 13.
Dan Spurr
Notary Public

My commission expires 4/4/14

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 401404900

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Douglas D. Eddleman, Manager of Eddleman Homes, 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 manager 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 1 day of February, 20 13.

Donna B. Coleman
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 31 2014
My commission expires ~~Aug 31 2014~~ BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT


STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DARYL SPEARS whose name as D.P. of **ALiant BANK, a division of USAmeriBank** 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 D.P. of **ALiant BANK, a division of USAmeriBank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 5 day of February, 20 13.

Donna B. Coleman
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires ~~Aug 31 2014~~ MY COMMISSION EXPIRES: Aug 31 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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