



20130429000173510 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/29/2013 01:20:24 PM FILED/CERT



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

RECORDED TO ATTACH EXHIBIT "A" & "B"

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 401404900

Page 2

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.

Blandy K. Parsons  
Notary Public

My commission expires 4/4/14

20130429000173510 2/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/29/2013 01:20:24 PM FILED/CERT

20130213000062930 2/3 \$113.55  
Shelby Cnty Judge of Probate, AL  
02/13/2013 11:24:01 AM FILED/CERT



## 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  
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  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20130429000173510 3/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/29/2013 01:20:24 PM FILED/CERT

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

## **Exhibit "A"**

**Lot 12, 2nd Amendment to the Amended Map The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with nonexclusive easement to use the roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**



20130429000173510 4/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/29/2013 01:20:24 PM FILED/CERT



Exhibit B

All rights, title and interest of Borrower/Mortgagor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property described in Exhibit "A" (herein referred to as "Property") or under or above the same or any part or parcel thereof.

Together with and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any wise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property now or hereafter located in, upon or under said real property or any part thereof and used or usable in connection with any present or future operation of said real property and now owned or hereafter acquired by Mortgagor, including but without the generality of the foregoing, all heating, air-conditioning, lighting, laundry, incineration and power equipment, plumbing, lifting, cleaning, fire prevention, ventilating and communications apparatus; boilers, ranges, furnaces, appliances, elevators, escalators, shades and awnings, screens, storm doors and windows, stored wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; and

Together with all of the right, title and interest of the Mortgagor in and to trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of the mortgaged premises, or of any business or endeavor located on the real property described hereinbefore; and

Together with all of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and upon the real property hereinabove described, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and


Together with all paving for streets, roads, walkways or entryways or hereafter owned by Mortgagor which are now or hereafter located on the real property hereinbefore described or any part or parcel thereof; and

Together with Mortgagor's interest as lessor in and to all leases of the real property hereinbefore described, or any part or parcel thereof, heretofore made and entered into, and to all leases hereafter made and entered into by Mortgagor during the life of this mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights therein provided, and hereby intending that in case of foreclosure sale, the lessor's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by the purchase to terminate or enforce any of such leases hereafter made; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the real property hereinbefore described, or any part or parcel thereof; and

Together with all of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this mortgage, and all proceeds or any sums payable for the loss of or damage to (a) any real personal property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on the real property hereinbefore described, or any part or parcel thereof.

Products and proceeds of collateral are covered as provided in § 7-9(a)-203 and § 7-9(a)-315 of the Code of Alabama.

  
20130429000173510 5/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/29/2013 01:20:24 PM FILED/CERT