

After recording, return to:
New South Federal Savings Bank
210 Automation Way
Birmingham, AL 35210
Attn: Construction Perm Department

LOAN MODIFICATION AGREEMENT
(Providing for An Extension of the Construction Phase)

THIS LOAN MODIFICATION AGREEMENT (the "Agreement"), made this 28th day of **January, 2004**, by and between **Dana Elise Olive Hodges & Morris C. Hodges, Jr. Wife and Husband**, hereinafter referred to as "Borrower" and New South Federal Savings Bank, Federally Chartered Savings Bank herein after referred to as "Lender", amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated **May 30, 2003** and recorded in Book ***, at page(s) _____, of the Public Records of **Shelby County, Alabama** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: **404 Park Lake Terrace, Helena, Alabama 35080**

**Instrument No. 20030606000352150

with a legal description of: See Exhibit "A"

In consideration of the mutual covenants and agreements, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **January 14, 2004** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$288,250.00** consisting of the amounts loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,705.11** beginning **March 1, 2004** and continuing thereafter on the same day of each succeeding month until principal and interest and any other charges as described in the Note are paid in full. If on **February 1, 2034** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by the Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. In addition to the amended terms appearing above, the maturity of the construction phase, as described in various loan documents, shall be changed from **November 30, 2003 to January 31, 2004**.

NOTHING herein invalidates or shall impair or release any covenants, conditions, agreements, or stipulations in the Note or Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenants, agreements, conditions and stipulations of the Note and Security Instrument which are not inconsistent herewith.

ALL Borrowers' rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

EOH
mcu

Preferred Title

THIS Agreement shall be binding upon and shall inure to the benefits of heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Borrower has hereunto set their hands and seals and the Lender has caused these presents to be executed.

Dana Elise Olive Hodges (Seal)
Borrower

Witness

Morris C. Hodges, Jr. (Seal)
Borrower

Witness

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority and for said State and County, hereby certify that Dana Elise Olive Hodges and Morris C. Hodges, Jr., Wife and Husband who(se) name(s) is(are) signed to the foregoing instrument, and who is(are) known to me acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under by hand and notarial seal on this the 28th day of January, 2004.

(Notary Seal)

[Signature]
Notary Public
My Commission Expires Apr 24, 2006
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 24, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this date the foregoing Agreement was presented to me in said County, and was delivered and acknowledged by Don Adams, as Vice President of New South Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and deed.

WITNESS by hand this 29th day of January, 2004.

(Notary Seal)

NEW SOUTH FEDERAL SAVINGS BANK
A FEDERALLY CHARTERED SAVINGS BANK

[Signature]
Print Name: Sonja Key Weekley
Notary Public
My Commission Expires: 3/10/07

[Signature]
Print Name Don Adams
Vice President

Exhibit "A"

Lot 401, according to the Survey of the Final Plat Riverwoods Fourth Sector, Phase I, as recorded in Map Book 30, Page 81, in the Probate Office of Shelby County, Alabama.

gjh

gjh *mcg*