

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 26<sup>th</sup> day of June, 2009, between **G & S PROPERTIES, LLC**, an Alabama Limited Liability Company ("Borrower") and **ALIAN BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 13, 2007 and recorded in Instrument #2007112000538440 in the Office of the Judge of Probate of Shelby County, Alabama, and corrective Mortgage recorded in Instrument #20090112000009540, in the Office of the Judge of Probate Shelby county, Alabama (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, the real property described being set forth as follows:

### Parcel 1

Lots 1, 2 and 3, according to the Survey of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 4A and 6A, according to a Resurvey of Lots 4, 5 and 6 of Bear Holler, Sector 1, as recorded in Map Book 39, Page 40, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

### Parcel 2

Lots 9A and 10, according to a Resurvey of Lot 9, of Bear Holler, Sector 1, and part of Lot 1, Bear Holler, Sector 2, as recorded in Map Book 39, Page 82, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to amend the legal description of Parcel 2 of the mortgage as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower has resurveyed the property described in Parcel 2 hereinabove and a new record plat has been recorded in Map book 41, Page 16, in the Probate Office of Shelby County, Alabama, amending the legal description of Lots 9A and 10. The amended description of Parcel 2 above is hereby amended to read:

Lots 9AA and 10A, according to a resurvey of Lots 9A and 10, Bear Holler, Sector 1, as recorded in Map Book 39, Page 82, being a Resurvey of Lot 9 of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103 and a part of Lot 1, according to the Survey of Bear Holler, Sector 2, as recorded in Map Book 38, Page 76, said Resurvey of Lots 1, 9A and 10, being recorded in Map Book 41, Page 16, in the Office of the Judge of Probate Shelby County, Alabama; being situated in Shelby County, Alabama

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 day from the date the notice is

delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower  
G & S Properties, LLC

Witness: \_\_\_\_\_

By: Gregory B Metcalf (Seal)  
Gregory B Metcalf, member


STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory B. Metcalf, whose name as Member of G & S Properties, LLC, an Alabama Limited Liability Company, is 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 as such member 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 26<sup>th</sup> day of June, 2009.

My Commission expires: 6-1-2011

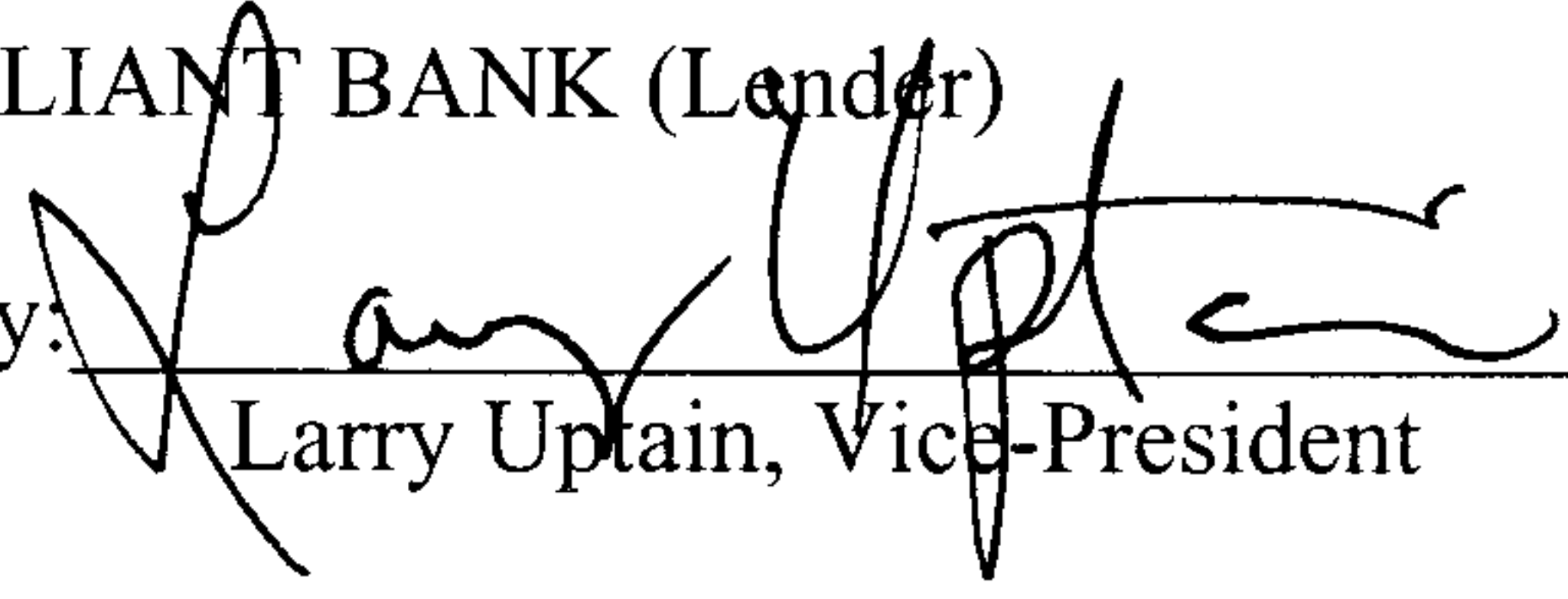
[Signature]  
Notary Public

  
20090730000293020 2/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
07/30/2009 02:39:32 PM FILED/CERT



Witness: \_\_\_\_\_

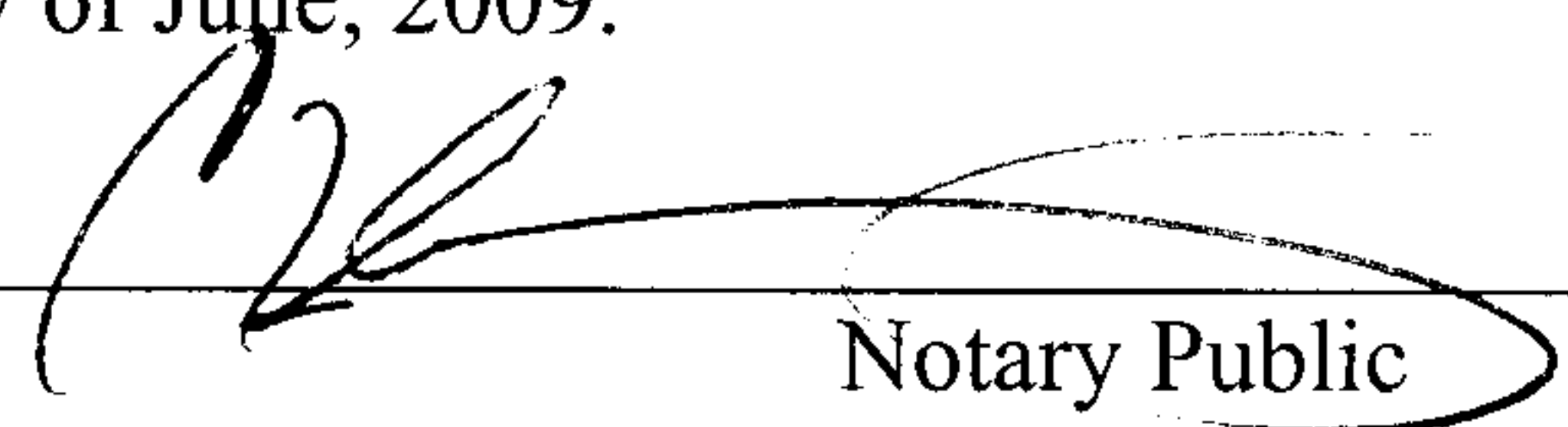
ALIAN T BANK (Lender)

By:   
Larry Uptain, Vice-President

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Uptain, whose name as Vice-President of Aliant Bank, an Alabama state chartered bank, is 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, as such officer and with full authority, executed the same voluntarily for and as the act of said state chartered bank.

Given under my hand and official seal this 29<sup>th</sup> day of June, 2009.

My Commission expires: 6-5-2011   
Notary Public



20090730000293020 3/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
07/30/2009 02:39:32 PM FILED/CERT