

STATE OF ALABAMA)
COUNTY OF SHELBY)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE AGREEMENT made this 5
day of July, 1983, by and between Steve Russo
(hereinafter called "Mortgagee") and Harbar Homes, Inc.
(hereinafter called "Mortgagors").

R E C I T A L S:

On January 14, 1983, the Mortgagors executed and delivered to Mortgagee a mortgage (the "Mortgage") to secure a promissory note of the same date payable to Mortgagee in the principal amount of \$99,194.00. The Mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 426 at Page 561 on January 18, 1983. The real estate subject to the Mortgage was described therein by metes and bounds. Said real estate has now been surveyed and platted for a subdivision located thereon. A map of said subdivision, which includes all of the real estate subject to the Mortgage, has been recorded in the Office of the Judge of Probate of Shelby County, Alabama. The Mortgagee and the Mortgagors desire to modify and amend the Mortgage to change the legal description of the real estate subject to the Mortgage from a metes and bounds description to a description referring to the recorded map of the real estate and to reflect the lots in such subdivision, as reflected on such recorded map, which are subject to the Mortgage.

NOW, THEREFORE, in consideration of the above recitals, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagee and Mortgagors covenant and agree as follows:

THOMAS, TALIAFERRO, FORMAN, BURR & MURRAY

1600 BANK FOR SAVINGS BUILDING
BIRMINGHAM, ALABAMA 35203

BOOK 51 PAGE 554

1. The description of the real estate subject to the Mortgage, including without limitation that set forth and described on Exhibit "A" and Exhibit "B" to the Mortgage and beginning with the typed words "Part of the S 1/2 ..." appearing on the first page of the Mortgage, is hereby deleted in its entirety, and the following description of the real estate subject to the Mortgage is substituted in lieu thereof:

"Lots 1, 3, 4, 5, 6, 7, 8, 9, 14, 17, 18, 20, 21, 22, 23, 24, 26, 27, 28, 29 and 30 of Chaperal First Sector, Phase II, as recorded in Map Book 8, Page 114 in the Office of the Judge of Probate of Shelby County, Alabama."

2. The last typed paragraph on the first page of the Mortgage beginning with the words "It is further ..." and ending with the words "of said payment." is hereby deleted in its entirety, and the following paragraph is substituted in lieu thereof:

"It is further the agreement of the parties that the mortgagee will execute a partial release of this mortgage to any one lot of the real property secured by this mortgage and designated by mortgagor for each and every prepayment made by mortgagor to mortgagee under this mortgage in the amount of Six Thousand Six Hundred Dollars (\$6,600.00) plus accrued interest on that amount at the time of said payment."

3. It is the intent of the Mortgagee by this Modification to Mortgage to release from the lien and encumbrance of the Mortgage all of the real estate heretofore described in the Mortgage by metes and bounds. It is the intent of the Mortgagors hereby to grant, bargain, sell and convey unto the Mortgagee all of the real estate described by reference to the recorded map as set forth in paragraph 1 of this Modification of Mortgage.

4. Except as specifically modified and amended hereby, all of the provisions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

Steve Russo
STEVE RUSSO
1609 Panorama Drive
Birmingham, Alabama 35216

HARBAR HOMES, INC.

BY: B. J. Harris
Its: Pres.
Route 1, Box 306-B
Helena, Alabama 35080

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Russo, whose name 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 5th day of July, 1983.

[SEAL]

James M. Madril
NOTARY PUBLIC
I CERTIFY THIS INSTRUMENT WAS FILED
1983 JUL 12 AM 9:26
JUDGE OF PROBATE
Rec'd 4.50
Ind 1.00
5.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. J. Harris whose name as President of Harbar Homes, Inc., a corporation, 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 corporation.

GIVEN under my hand and official seal, this 7th day of July, 1983.

[SEAL]

James M. Madril
NOTARY PUBLIC