

This instrument was prepared by:

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Burr & Forman  
3000 SouthTrust Tower  
420 North 20th Street  
Birmingham, Alabama 35203

### **MODIFICATION AGREEMENT**

**THIS AGREEMENT**, made as of the 30th day of April, 1995, by and between Builder's Group, Inc., an Alabama corporation ("Borrower") and William W. McDonald, an individual, ("Lender").

### **RECITALS:**

Borrower executed and delivered its Master Note to Lender effective October 31, 1994, in the principal sum of Two Million and 00/100 Dollars (\$2,000,000.00) which is secured by a Mortgage and Security of even date therewith recorded in Volume 1995, Page 1342, in the Office of the Judge of Probate of Shelby County, Alabama. [The Master Note and Mortgage and Security Agreement have been modified by Modification Agreements dated as of December 20, 1994, February 6, 1995, February 10, 1995, February 21, 1995, March 21, 1995, March 27, 1995, and April 17, 1995.] The Loan Agreement, Master Note and Mortgage and Security Agreement are hereinafter referred to as the "Loan Agreement," "Master Note" and "Mortgage," respectively, and are hereinafter collectively referred to as the "Loan Documents."

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the Borrower agrees with and represents and warrants to Lender, and Lender agrees with Borrower, as follows:

1. The Mortgage is hereby modified to include the property described in Exhibit B attached hereto.
2. Except as herein modified, the Loan Documents shall remain in full force and effect, and the Loan Documents, as so modified, are hereby ratified and affirmed in all respects.

06/27/1995-16778  
09:09 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50

**RECORDED TAX HAS BEEN PAID ON A PRINCIPAL INDEBTEDNESS OF \$2,000,000 AT THE TIME OF RECORDING OF THE MORTGAGE REFERRED TO HEREIN.**

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3. Borrower confirms that it has no offsets or defenses with respect to its obligations pursuant to the Loan Documents, as herein modified. Borrower represents and warrants to Lender that this Agreement has been duly authorized, executed and delivered pursuant to all requisite corporate action.

4. This Agreement shall not constitute a novation. This Agreement will be attached to and maintained with the Master Note and the Mortgage, upon which documentary taxes and intangible taxes have already been paid. A copy of the Master Note may, at Lender's option, be attached to this Agreement for recording.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be executed as of the day and year first above written.

**BORROWER:**

**BUILDER'S GROUP, INC.**

By:   
Its: PRESIDENT

**LENDER:**

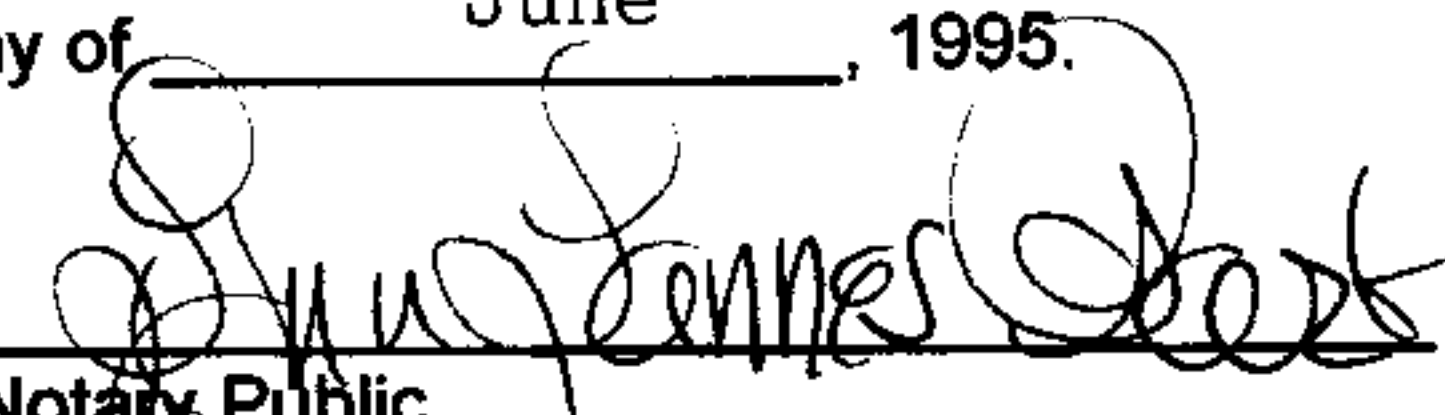
  
**William W. McDonald**

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas A. Davis, whose name as President of Builder's Group, Inc., an Alabama 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 22<sup>nd</sup> day of June, 1995.

  
Notary Public  
My Commission Expires: 10/1/97

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William W. McDonald, an individual, 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 22<sup>nd</sup> day of June, 1995.

  
Notary Public

My Commission Expires: 10/197

## **EXHIBIT B**

Lot 16, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 18, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 19, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 20, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 21, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 22, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 23, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 26, in Block 6, according to the Map and Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Probate Office of St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 22, in Block 2, according to Survey of Cedar Bend Phase I, as recorded in Map Book 17, Page 139, in the Probate Office of Shelby County, Alabama.

Lot 4, in Block 3, according to Survey of Cedar Bend Phase I, as recorded in Map Book 17, Page 139, in the Probate Office of Shelby County, Alabama.

Lot 2, in Block 1, according to Survey of Cedar Bend Phase I, as recorded in Map Book 17, Page 139, in the Probate Office of Shelby County, Alabama.

Lot 6, in Block 6, Oliver Crossing, Second Sector, as recorded in Map Slide A82, page 3, in the Office of the Judge of Probate, St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 1, in Block 5, according to the Survey of Oliver Crossing, First Sector, as recorded in Map Slide E, page 24, in the Office of the Judge of Probate, St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

Lot 25, in Block 6, according to the Survey of Oliver Crossing, Third Sector, as recorded in Map Slide A85, page 1, in the Office of the Judge of Probate, St. Clair County, Alabama, Pell City Division, being situated in St. Clair County, Alabama.

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