

**AGREEMENT TO EXTEND THE CONSTRUCTION PERIOD
and
MODIFICATION OF MORTGAGE**

In this Agreement to extend the Construction Period and Modification of Mortgage ("Agreement"), "I", "me" and "my" refer to the Borrowers that sign below and "Lender" refers to SOUTHEASTERN MORTGAGE OF ALABAMA.

WHEREAS, the Lender and I have agreed to extend the construction period referenced in one or more of the documents described below prior to its scheduled termination date, we hereby amend the following documents indicated below:

MORTGAGE

Lender and I, referred to as Lender and Borrower in the Mortgage, do hereby amend and modify the Mortgage between us recorded in the Land Records of Shelby County, Alabama on July 8, 1994, Instrument Number 1994-23779 by revising the maturity date set forth in the Mortgage:

The Note referenced in the Mortgage provides for payment of the full debt, if not paid earlier, to be due and payable on May 1, 2025.

NOTE

In Section 2 of the Note, the last sentence of the second paragraph is hereby changed to read:

"The construction period will end on June 8, 1995."

In Section 3(B) of the Note, the first sentence of the second paragraph is hereby changed to read:

"I will make my monthly principal and interest payments on the first day of each month beginning on August 1, 1995."

In section 3(B) of the Note, the last sentence of the second paragraph is hereby changed to read:

"If, on July 1, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

Inst. # 1995-18834

07/17/1995-18834
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SHELBY COUNTY JUDGE OF PROBATE
002 HCD 12.00

Except as set forth herein, Lender and I agree that the documents referenced above shall continue in full force and effect and that the changes to the dates referenced in these documents is intended to be a modification of the existing obligation of the Borrower and not a novation thereof.

BY SIGNING BELOW, Lender and I accept and agree to the terms contained in this Agreement to Extend Construction Period and Modification of Mortgage.

Marilyn Pedersen
Marilyn P. Pedersen, Borrower

Paul M. Pedersen
Paul M. Pedersen, Borrower

SOUTHEASTERN MORTGAGE OF
ALABAMA

By: Phillip Hayley
Phillip Hayley
Vice President
157 * 1995-18834

State of Alabama)
Jefferson County) to wit:

07/17/1995-18834
01:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 12.00

I hereby certify that on this 14th day of April, in the year 1995 before the subscriber appeared Marilyn Pedersen & Paul M. Pedersen and acknowledged the foregoing Agreement to Extend the Construction Period and Modification of Mortgage to be his act.

Brenda J. Reid
Notary Public

My Commission Expires: 10/21/97