

LOAN MODIFICATION AGREEMENT

5,734.068

State of Alabama)
County of Shelby)

28 This Loan Modification Agreement ("Agreement") made this the day of June, 1996, between Highland Lakes Development, Ltd., an Alabama Limited Partnership, ("Borrower") and Billy D. Eddleman ("Lender"), amends and supplements (1) the Mortgage (the "Security Instrument") dated April 28, 1995 and recorded in Instrument #1995-12054 of the Judge of Probate 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 the real property described being set forth as follows:

Exhibit "A" is attached hereto and made a part hereof.

The proceeds of this loan have been applied toward the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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

1. The Loan amount or Line of Credit extended under the Note and secured by the mortgage (Security Instrument) is hereby modified, amended and increased to Eight Million and NO/100 Dollars (\$8,000,000.00).
2. As of May 31, 1996, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") was Six Million One Hundred Sixty Three Thousand Three Hundred Thirty Five and 32/100 Dollars (\$6,163,335.32) consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of Two Percent (2%) above the prime lending rate from time to time prevailing at Compass Bank, from June 28, 1996 with interest billed monthly as called for in the Note.
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 the Security Instrument:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above
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.

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SHELBY COUNTY JUDGE OF PROBATE
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CLAYTON T. SWEENEY, ATTORNEY AT LAW

In Witness Whereof, the undersigned has caused this instrument to be duly executed on this the 28th day of June, 1996.

Highland Lakes Development, Ltd.
an Alabama Limited Partnership
by Eddleman Properties, Inc.
an Alabama Corporation,
its General Partner

BY:


Billy D. Eddleman
Its Chairman & CEO

State of Alabama)
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name as Chairman and CEO of Eddleman Properties, Inc., an Alabama Corporation, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, is signed to the foregoing Modification Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Mortgage, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal of office this the 28th day of June, 1996.


NOTARY PUBLIC

My Commission Expires: 2/3/97


Billy D. Eddleman

State of Alabama)
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name is signed to the foregoing Modification Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 28th day of June, 1996.


NOTARY PUBLIC

My Commission Expires: 2/3/97

All Sectors Recorded in Shelby County

1st Sector	2nd Sector
Mapbook 18 pages 37 a- f	Mapbook 20 page 150
102	202 265
107	203 266
108	204 267
110	205 268
114	206 269
115	207 270
116	208 271
118	209 272
119	210 273
128	211 274
129	212
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3rd Sector Mapbook 21 page 12	4th Sector Mapbook 19 page 79-a
302	401
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311	413
312	414
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5th Sector	7th Sector
Mapbook 19 page 3 a-b	Mapbook 20 page 58a-c
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SHELBY COUNTY JUDGE OF PROBATE
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