

\$100,000

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made this 11th day of August by and between Buck Creek Construction, LLC ("Borrower") and Shamrock Development, Inc. ("Lender"), amends and supplements (1) the Mortgage, (the "Security Instrument"), dated February 11th, 1998, and recorded in instrument number 1998-06662 of the Public Records of Shelby County, State of Alabama.

LOT 99, ACCORDING TO THE SURVEY OF IVY BROOK, PHASE TWO, THIRD ADDITION, AS RECORDED IN MAP BOOK 21, PAGE 20, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

1. The terms and provisions of the Note are amended and modified by deleting the maturity date of 180 days from February 11th, 1998 on page one, paragraph 2.2 and substituting 180 days from August 11th, 1998, as the maturity date.

2. The terms and provisions of the Security Instrument are amended and modified by deleting the maturity date of "on demand" on page one and substituting 180 days from August 11th, 1998, as the maturity date.

3. 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.

4. All of the Lender's rights against all parties, including but not limited to all parties secondly liable, are hereby reserved.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns or successors and assigns of the respective parties hereto.

**BORROWER:**

Buck Creek Construction, LLC

  
Chris Williams, Managing Member

**LENDER:**

Shamrock Development Inc.

BY 

10/02/1998-38550  
12:50 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 CRH 158.50

Inst 1998-38550