

STATE OF ALABAMA)
COUNTY OF SHELBY)

- 5187377 157281
Inst # 1999-43700

10/22/1999-43700
12:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJI 1283.50

SL

MODIFICATION AGREEMENT

This Modification Agreement ("Modification") amends that certain Master Promissory Note (the "Note") dated May 6, 1999, in the original maximum principal amount of Seven Hundred Seventy Thousand and 00/100 Dollars (\$770,000.00) executed by JERRY W. HUFF ("Borrower") and delivered to SOUTHTRUST BANK, N.A. ("Bank"), and that certain Mortgage, Assignment of Rents and Leases, and Security Agreement on and concerning the property described on Exhibit "A" attached hereto and incorporated herein by this reference, and which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1999-19808 dated May 6, 1999 (the "Mortgage"). The Note and Mortgage are sometimes collectively referred to herein as the "Documents." Capitalized terms not specifically defined herein shall have the meanings accorded them in the Documents.

For good and valuable consideration, Bank and Borrower agree that the Note and Mortgage are modified effective this date as follows:

1. Substitute "\$845,000.00" for "\$770,000.00" in the top line of the Note.
2. Substitute "Eight Hundred Forty-Five Thousand and no/100ths Dollars (\$845,000.00)" for "Seven Hundred Seventy Thousand and 00/100ths Dollars (\$770,000.00) in Paragraph 1 of the Note.
3. Paragraph 3 of the Note shall be deleted in its entirety and the following shall be substituted in lieu thereof:

3. **PAYMENT OF PRINCIPAL AND INTEREST** Principal and interest payments shall be made in fifty-nine (59) consecutive monthly installments of \$8,455.32 each, commencing November 15, 1999, and a final installment equal to the total unpaid principal, interest and charges, due and payable in full on October 15, 2004, which date shall be the maturity date of this Note. Said payments are based upon a fifteen (15) year amortization.
4. Paragraph 4 of the Note shall be deleted in its entirety and the following shall be substituted in lieu thereof:

4. INTEREST, PAYMENT OF INTEREST

Interest from date on the outstanding unpaid principal balance shall be calculated by multiplying the product of the principal amount and the applicable rate set forth herein by the actual number of days elapsed, and dividing by 360. In no event shall the rate of interest calculated hereunder exceed the maximum amount allowed by law. The applicable rate hereunder shall be a fixed rate equal to eight and 87/100ths percent (8.87%) per annum. Interest shall be billed and paid monthly

commencing November 15, 1999. Any principal amounts outstanding hereunder after maturity or default shall continue to bear interest at the rate, and calculated in the manner, set forth herein plus two percentage points (2%).

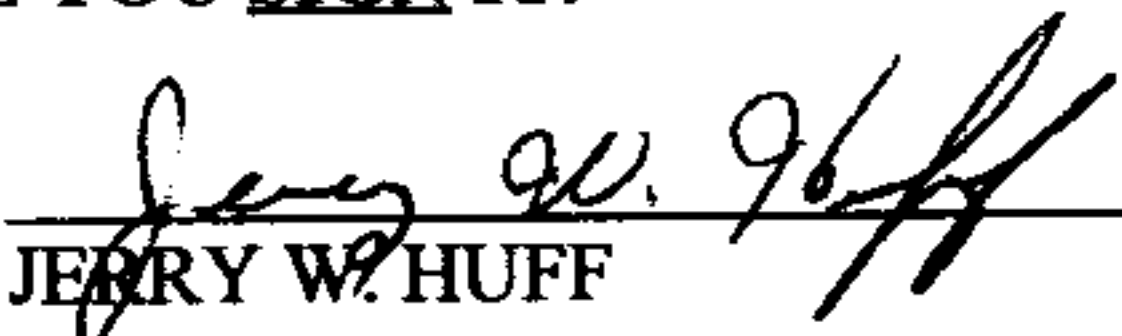
5. Substitute "\$845,000.00" for "\$770,000.00" in the first recital paragraph of the Mortgage.
6. Amend the Mortgage to delete Exhibit "A" in its entirety and substitute the Exhibit "A" attached hereto and incorporated herein by this reference in lieu thereof.

Except as modified hereby, all other terms and conditions of the Documents shall remain in full force and effect in their entirety. This Modification is a modification of the Documents and not a novation thereof. Borrower certifies that all of the representations and warranties made by Borrower in the Warranties, Representations and Agreement to Provide Financial Statements dated May 6, 1999, and in the Loan Documents (as defined in the Note) executed by Borrower in connection with the loan between Borrower and Bank evidenced in part by the Documents are and have been true and correct since the date of the Note.

IN WITNESS WHEREOF, Borrower and Bank have caused this Modification to be executed as of the 15th day of October, 1999.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE
BEFORE YOU SIGN IT.**

BORROWER:

 L.S.
JERRY W. HUFF

BANK:

SOUTHTRUST BANK, N.A.

By: 
Its: Vice President

[ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF ALABAMA

COUNTY OF Shelby

ACKNOWLEDGMENT OF BORROWER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JERRY W. HUFF, 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 15th day of October, 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires: 2001

STATE OF ALABAMA

COUNTY OF JEFFERSON

ACKNOWLEDGMENT OF BANK

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stacey A. Cocoris, whose name as Vice President of SOUTHTRUST BANK, N.A., 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 15th day of October, 1999.

[Signature]
Notary Public

My Commission Expires: 2000

My Commission Expires June 28, 2000.

PREPARED BY AND AFTER RECORDATION

RETURN TO:

Karen B. Johns, Esq.

Spain & Gillon, L.L.C.

2117 Second Avenue North

Birmingham, Alabama 35203

(205) 328-4100

EXHIBIT 'A'

TO

**MODIFICATION AGREEMENT
UCC-3 AMENDMENT**

Inst # 1999-43700

10/28/99-43700
RECEIVED
SHELBY COUNTY JUDGE OF PROBATE
1283.50

TRACT I:

Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 26, Township 21 South, Range 1 West; thence run North along the East line of said 1/4-1/4 Section a distance of 215.31 feet to the South right of way line of Alabama Highway No. 7; thence turn a deflection angle of 90 degrees 54 minutes 27 seconds to the left and run a distance of 13.96 feet to the point of beginning; thence turn a deflection angle of 90 degrees 23 minutes 49 seconds to the left and run a distance of 558.11 feet; thence turn a deflection angle of 75 degrees 27 minutes 07 seconds to the right and run a distance of 147.48 feet; thence turn a deflection angle of 104 degrees 56 minutes 42 seconds to the right and run a distance of 277.22 feet; thence turn a deflection angle of 66 degrees 35 minutes 56 seconds to the left and run a distance of 148.29 feet to the Southeast right of way line of Alabama Highway No. 25; thence turn a deflection angle of 93 degrees 21 minutes 41 seconds and run along said right of way a distance of 198.90 feet; thence turn a deflection angle of 31 degrees 31 minutes 18 seconds to the right and run along said right of way a distance of 156.76 feet; thence turn a deflection angle of 31 degrees 42 minutes 57 seconds to the right and run a distance of 51.80 feet to the point of beginning. Situated in the NE 1/4 of the NW 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.

According to the survey of Paragon Engineers, dated _____.

TRACT II:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE I WEST, BEING A PART OF THE SAME LAND DESCRIBED AS LOT 2 OF THE STRICKLAND SUBDIVISION, RECORDED IN MAP BOOK 15 AT PAGE 83, OF THE MAP RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT 2, ON THE SOUTHEAST RIGHT OF WAY OF STATE HIGHWAY NO. 25; THENCE SOUTH 26 DEGREES 45 MINUTES 45 SECONDS EAST, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID HIGHWAY, A DISTANCE OF 60.00 FEET TO A CORNER OF LOT 2; THENCE SOUTH 66 DEGREES 35 MINUTES 56 SECONDS EAST, ALONG A WESTERLY LINE OF LOT 2, A DISTANCE OF 110.00 FEET TO A CORNER OF LOT 2; THENCE SOUTH 66 DEGREES 35 MINUTES 56 SECONDS EAST, A DISTANCE OF 17.00 FEET TO A POINT; THENCE SOUTH 25 DEGREES 17 MINUTES 51 SECONDS WEST, A DISTANCE OF 148.77 FEET, TO A POINT ON A WESTERLY LINE OF LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 126.97 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 75 DEGREES 03 MINUTES 49 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 113.98 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 277.22 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 66 DEGREES 35 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 148.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL TO BE KNOWN AS LOT 2-A, ACCORDING TO THE RE-SUBDIVISION OF LOT 2 OF THE STRICKLAND SUBDIVISION, TO BE RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.