

WHEN RECORDED MAIL TO:

Regions Bank
2864 Pelham Parkway
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2000, BETWEEN Vieta Homes, Inc. (referred to below as "Grantor"), whose address is P. O. Box 380818, Birmingham, AL 35298; and Regions Bank (referred to below as "Lender"), whose address is 2864 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 4, 2000 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Mortgage dated January 4, 2000 and recorded in Inst No. 2000-00020 in the Probate Office of Shelby County

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Shelby County, State of Alabama:

Lot 1022, according to the Survey of Highland Lakes, 10th Sector, Phase 1, an Edgeman Community, as recorded in Map Book 26 page 27 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted. Together with nonexclusive easements to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. #1996-17543 and Inst. #1998-31095, and Supplemental Covenants as set out in Inst. # 1999-43195 in the Probate Office of Shelby County, Alabama for Highland Lakes, a Residential Subdivision, 10th Sector, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

The Real Property or its address is commonly known as Lot 1022, Highland Lakes, Birmingham, AL 35242.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Principal increase to 331,250.00, an increase of \$18,750.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

Vieta Homes, Inc.

By:  (SEAL)
James B. Wagon, Jr., President

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: Donna J. Schmidt
Address: 2864 Pelham Parkway
City, State, ZIP: Pelham, Alabama 35124

Inst # 2000-21034

06/23/2000-21034
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HNS 20.00

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James B. Wagnon, Jr., President, of Vista Homes, Inc., a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or 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 official seal this 5th day of June, 20 00

James B. Wagnon, Jr.
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____

Given under my hand and official seal this _____ day of _____, 20 _____

Notary Public

My commission expires _____

Inst # 2000-21034

06/23/2000-21034
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HNS 21.29