

Return to: Sabrina J. Cowart
Gainesville Bank & Trust
PO Box 2760
Gainesville, GA. 30503

Inst # 2000-36116

10/17/2000-36116
12:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MMB 12.00

LOAN MODIFICATION AGREEMENT
(Renewal of original deed)

This Agreement made this 21st day of September 2000 between Odyssey Child Development, Inc.. Hereinafter called the Customer and Gainesville Bank & Trust hereinafter called the Bank.

WITNESSETH:

WHEREAS, Customer has previously executed and delivered to the Bank a Mortgage and Security Agreement dated the 20TH day of December, 1999, securing a loan in the principal amount of \$ 2,316,729.00 recorded in Instrument Number 1999-51321, in the Office of the Judge of Probate of Shelby County, Alabama.

AND, WHEREAS, by virtue of said Security Deed the Bank holds a security interest in the following described property:

For Legal Description See Exhibit "A" Attached Hereto and made A Part Hereof by Reference.

AND, WHEREAS, said Deed to Secure Debt secured certain indebtedness as described in said deed, and also any other loans or advances subsequently made and any obligations, which may exist between parties until, said deed is canceled.

AND, WHEREAS, the Bank has this day extended, modified, and renewed the original indebtedness secured by the above described security deed so that the total principal indebtedness of the debtor to the bank is now \$ 2,528,420 and is represented by a note having a final payment date of 1 month from the date of this document. Final maturity date of October 21, 2000.

NOW, THEREFORE, in consideration of said extension, modification, and renewal of indebtedness, the parties hereby agree that the terms of said deed to secure debt above described shall be modified in the following particulars:

1.

That said Deed to Secure Debt shall secure the additional advance, extension, modification, and renewal of indebtedness to the same extent as the original indebtedness was secured and that all the terms and conditions of said deed to secure debt shall be applicable thereto.

2.

That all provisions of the original notes and Deed to Secure Debt shall remain in full force and effect except as modified herein, and by the note executed this date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Odyssey Child Development, Inc.

C. Robert Mitchell

C. Robert Mitchell, President

G. Robert Mitchell

G. Robert Mitchell, Secretary

GAINESVILLE BANK & TRUST

Nancy A. Addison (SEAL)

Vice President Corporate Banking
Title

Debbie Helme
Witness

Sabrina J. Cowart
Notary Public

My Commission Expires
June 30, 2003