

WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000004255080002000000

THIS MODIFICATION OF MORTGAGE dated April 19, 2002, is made and executed between FARMER DEVELOPMENT LLC, whose address is 247 OAK FOREST DR, PELHAM, AL 35124-0000; A LIMITED LIABILITY COMPANY (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 07/03/2001 in the Office of the Judge of Probate in Instrument #2001-27562.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Rithia Drive, Indian Springs, AL 35124.

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

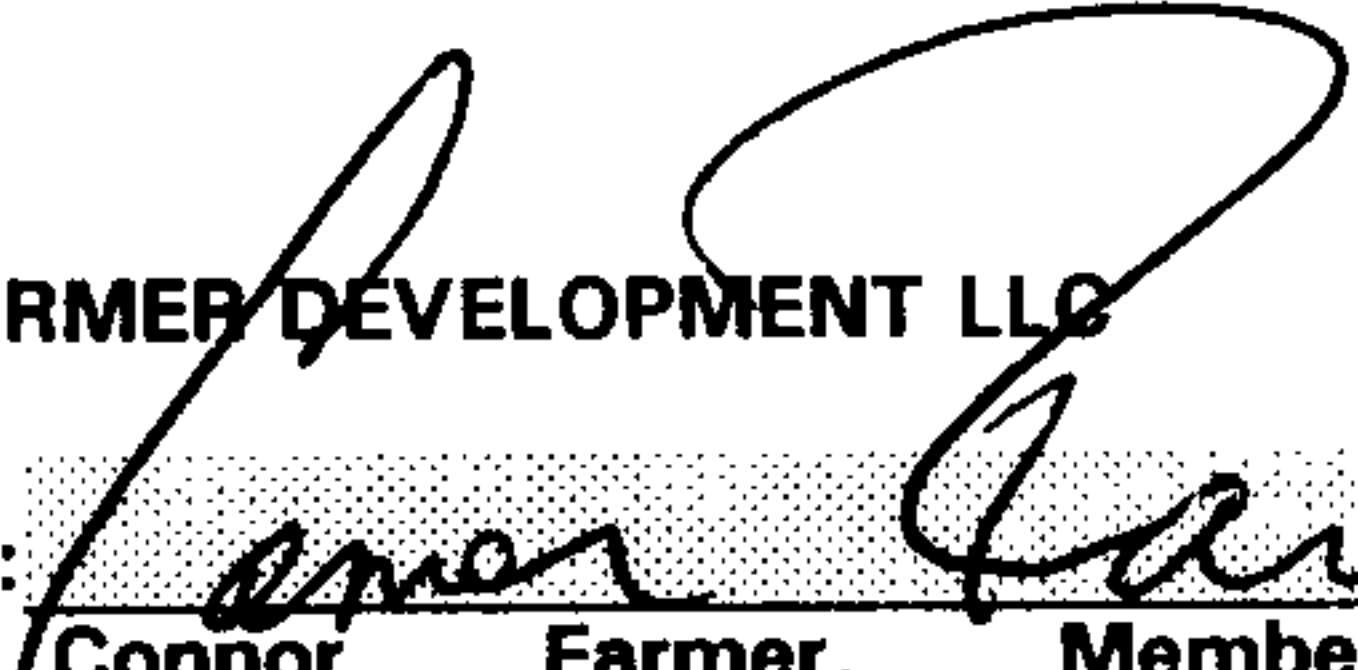
increase loan amount from \$356,250.00 to \$400,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 19, 2002.

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:

FARMER DEVELOPMENT LLC
By:  (Seal)
Connor Farmer, Member of FARMER DEVELOPMENT LLC

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Donna Schmidt
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 04255080002

Page 2

LIMITED LIABILITY COMPANY 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 Connor Farmer, Member of FARMER DEVELOPMENT LLC, a limited liability company, 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, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.
Given under my hand and official seal this 19th day of April, 2002.
Dorothy Rice
Notary Public
My commission expires MY COMMISSION EXPIRES DEC. 17, 2002

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 a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , 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 day of , 20 .
Notary Public
My commission expires

20020430000203220 Pg 3/3 82.70
Shelby Cnty Judge of Probate, AL
04/30/2002 14:53:00 FILED/CERTIFIED

EXHIBIT "A"

From the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 West, run Southerly along the East boundary line of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 West, for 225.0 feet; thence turn an angle of $51^{\circ}18\frac{1}{2}'$ to the right and run Westerly 544.7 feet to the point of beginning of the land herein described; thence continue Westerly along last said course for 468.17 feet; thence turn an angle of $119^{\circ}26'$ to the left and run Southeasterly down a spring branch for 177.25 feet; thence turn an angle of $24^{\circ}59'$ to the right and continue Southeasterly down and along said spring branch for 372.20 feet to a point 40.00 feet North of the center of Bishop Creek; thence turn an angle of $111^{\circ}56'$ to the left and run Northeasterly 111.82 feet; thence turn an angle of $64^{\circ}51'$ to the right and run Southeasterly 104.5 feet; thence turn an angle of $11^{\circ}54'$ to the left and continue Southeasterly 81.20 feet to a point 10.0 feet North of the center of Bishop Creek and including the land between the last 3 named courses and the center of Bishop Creek, making the center line of said creek the South boundary line of this described land; thence turn an angle of $106^{\circ}35'$ to the left and run Northeasterly 560.09 feet; thence turn an angle of $10^{\circ}00'$ to the left and run Northerly 25.0 feet to the center of Black Horse Bend and the point of beginning.

This land being a part of the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 West, situated in Shelby County, Alabama.

EXCEPTING however, from the above described land the South $\frac{1}{4}$ of the West 40 foot radius circle of Black Horse Bend as now located.