

(Space above this line for recording purposes)

## MODIFICATION AGREEMENT to a Mortgage held by SOUTHFIRST MORTGAGE, INC.

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is September 11, 2002, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:  
D & D CONSTRUCTION, LLC  
an ALABAMA limited liability compnay  
501 GROVE HILL TRAIL  
MONTEVALLO, ALABAMA 35115  
Tax I.D. # [REDACTED]

BANK:  
SOUTHFIRST MORTGAGE, INC.  
a federal association  
3055 LORNA ROAD, #100  
BIRMINGHAM, Alabama 35216  
Tax I.D. # [REDACTED]  
Branch No. 0003  
(as Mortgagee)

2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated December 19, 2001, (Note) evidencing a draw loan (Loan) which Note is further described as follows: Note number 5030311480, in the principal amount of \$288,000.00, and payable on demand, but if no demand is made, on DECEMBER 19, 2002. As of the date of this Agreement, the principal balance on the Note is \$191,582.53, and the accrued interest is \$2,129.10. The total amount currently due on the Note is \$193,711.63. Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.

3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):  
Real Estate

The real property portion of the Collateral includes the following described property (Property) situated in SHELBY County, ALABAMA, to-wit:

LOTS 38 & 39, ACCORDING TO THE SURVEY OF PARKVIEW TOWNHOMES, PLAT NO. 1, CORRECTED, AS  
RECORDED IN MAP BOOK 26, PAGE 92, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

4. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

Borrower has received an additional loan in the principal amount of \$12,800.00. The current balance of the Note above described and the additional loan have been combined and the new combined loan is evidenced by a new note (Note) dated September 11, 2002 and to be fully repaid on demand or before December 19, 2002. Said Note is secured by the Property pursuant to the terms of the Mortgage.

5. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:
- A. that the Mortgage liens described herein and granted to SOUTHFIRST MORTGAGE, INC. are subordinate to no other lien or interest;
  - B. that Mortgagor has good and marketable title to all of the Property; and
  - C. that the Property is subject to no outstanding liens or other encumbrances.
6. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting

dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.

7. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.
8. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, as of the day and year first above written.

MORTGAGOR/BORROWER:

D & D CONSTRUCTION, LLC  
an ALABAMA limited liability compnay

By:

DUSTIN WOODS, MANAGING MEMBER

20020918000449270 Pg 2/2 17.30  
Shelby Cnty Judge of Probate, AL  
09/18/2002 10:38:00 FILED/CERTIFIED

APPROVED: September 11, 2002

BANK:

SOUTHFIRST MORTGAGE, INC.  
a federal association

By:

Daniel G. McArthur  
DANIEL G. MCARTHUR, VICE-PRESIDENT

Attest

STATE OF

Alabama

ss:

COUNTY OF

Jefferson

I, the undersigned, a notary public, in and for said County in said State, hereby certify that DUSTIN WOODS, MANAGING MEMBER whose name as authorized representative in the ALABAMA limited liability compnay of D & D CONSTRUCTION, LLC, 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/she), in (his/her) capacity as such authorized representative, executed the same voluntarily on the day the same bears date. Given under my hand this 11<sup>th</sup> day of September.

My commission expires:

MY COMMISSION EXPIRES JAN. 5, 2005

Daniel E. McArthur  
NOTARY PUBLIC

STATE OF

Alabama

ss:

COUNTY OF

Jefferson

I, Nita A. Robison, a notary public, in and for said County in said State, hereby certify that DANIEL G. MCARTHUR, VICE-PRESIDENT, whose name as officer of SOUTHFIRST MORTGAGE, INC., a federal association, 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/she), as such officer and with full authority, executed the same voluntarily for and as the act of said association. Given under my hand this 11<sup>th</sup> day of September 2002.

My commission expires:

MISSION EXPIRES FEB. 13, 2006

Nita A. Robison  
NOTARY PUBLIC

This instrument was prepared by DANIEL G. MCARTHUR, VICE-PRESIDENT, of SOUTHFIRST MORTGAGE, INC., 3055 LORNA ROAD, #100, BIRMINGHAM, Alabama 35216.

Please return this document after recording to SOUTHFIRST MORTGAGE, INC., 3055 LORNA ROAD, #100, BIRMINGHAM, Alabama 35216.

THIS IS THE LAST PAGE OF A 2 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.