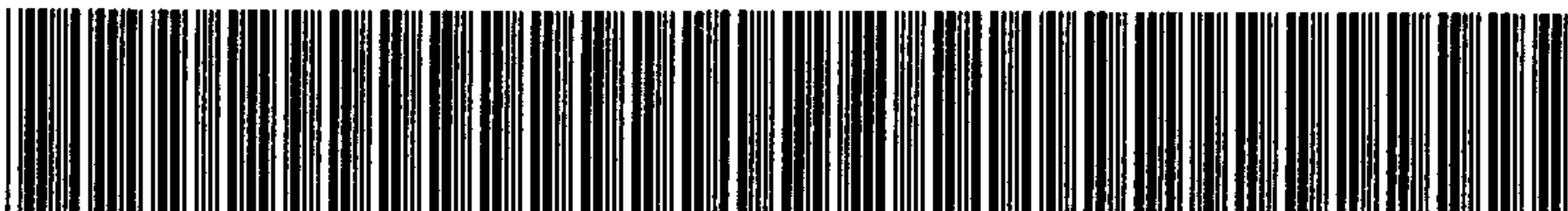


WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC4800000006013069001000000

THIS MODIFICATION OF MORTGAGE dated January 15, 2003, is made and executed between HIDDEN SPRINGS LLC, whose address is P. O. Box 1177, COLUMBIANA, AL 35051; 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 May 23, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 6/09/2000 in the office of the Judge of Probate, Instrument# 2000-19319.

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 8 Lots Hidden Springs Subdivision, Helena, AL 35080.

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

Increase Principal Amount from \$94,497.01 to \$164,497.01.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 15, 2003.

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:

HIDDEN SPRINGS LLC

By: Frank Corley Ellis, III (Seal)
Frank Corley Ellis, III, Member of HIDDEN SPRINGS LLC

By: Kelly Ellis Davis (Seal)
Kelly Ellis Davis, Member of HIDDEN SPRINGS LLC

By: Frank C Ellis, Jr (Seal)
Frank C Ellis, Jr, Member of HIDDEN SPRINGS LLC

By: Christy Ellis Brasher (Seal)
Christy Ellis Brasher, Member of HIDDEN SPRINGS LLC

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 06013069001

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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 **Frank Corley Ellis, III, Member; Frank C Ellis, Jr, Member; Kelly Ellis Davis, Member; and Christy Ellis Brasher, Member of HIDDEN SPRINGS LLC**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members 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 15th day of January, 2003.

Paula Mead
Notary Public

My commission expires 01-19-2004

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 _____

EXHIBIT "A"

Parcel 1

A parcel of land located in the E1/2 of the SW 1/4 and the W1/2 of the SE 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama described as follows:

Begin at the NW corner of Lot 8A of "A Resurvey of Lots 1 thru 10 of First Addition of Triple Springs Subdivision", as recorded in Map Book 7, Page 39, in the office of the Judge of Probate of Shelby County, Alabama; thence North 88 deg. 38 min. 04 sec. West a distance of 368.62 feet; thence North 1 deg. 20 min. 26 sec. West a distance of 876.86 feet; thence South 88 deg. 35 min. 27 sec. West a distance of 543.19 feet to a point on the easterly right of way line of Washington Street; thence North 11 deg. 38 min. 48 sec. West along said right of way line a distance of 60.77 feet; thence, leaving said right of way line, North 88 deg. 42 min. 23 sec. East a distance of 231.59 feet; thence North 1 deg. 22 min. 40 sec. West a distance of 476.16 feet to a point on the southerly right of way line of Briarwood; thence North 88 deg. 0 min. 27 sec. East along said right of way line a distance of 23.27 feet; thence North 1 deg. 13 min. 46 sec. West a distance of 226.93 feet; thence North 88 deg. 41 min. 59 sec. East a distance of 1722.03 feet; thence South 0 deg. 32 min. 0 sec. a distance of 675.91 feet to the beginning of a curve to the left having a radius of 193.24 feet, a central angle of 35 deg. 11 min. 01 sec. and subtended by a chord which bears South 63 deg. 31 min. 04 sec. West and a chord distance of 116.81 feet; thence along the arc of said curve a distance of 118.66 feet; thence South 45 deg. 55 min. 33 sec. West a distance of 457.80 feet to the beginning of a curve to the left having a radius of 220.00 feet, a central angle of 14 deg. 57 min. 16 sec. and subtended by a chord which bears South 33 deg. 26 min. 56 sec. West a distance of 57.26 feet; thence along the arc of said curve a distance of 57.42 feet; thence South 51 deg. 28 min. 06 sec. East a distance of 232.68 feet; thence South 41 deg. 42 min. 53 sec. West a distance of 127.23 feet; thence South 13 deg. 05 min. 34 sec. East a distance 375.71 feet; thence North 88 deg. 38 min. 04 sec. West a distance of 735.63 feet to a point of beginning.