

14
+ 21.45
35.45

LOAN MODIFICATION AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

This agreement is by and between AmSouth Bank ("Bank") and H & P Custom Homes, Inc., ("Borrower").

WHEREAS, Borrower is indebted to Bank on a ("Loan"), as evidenced by a Promissory Note and Mortgage, dated March 26, 2002, said mortgage recorded in Instrument #2002-15434, in the Probate Office of Shelby County, Alabama.

WHEREAS, Borrower and Bank desire to modify the terms of said loan as set forth here. NOW THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Loan are modified as follows:

The loan amount of \$228,000 shall be increased to \$242,250 representing an increase in the loan of \$14,250.00. This additional \$14,250.00 shall be disbursed by the "Bank" as additional funds are required by the "Borrower". If all funds are not required, the balance shall be applied to the note referenced herein. All other terms, conditions and collateral of the note herein referenced shall be made a part of this modification agreement and control the repayment terms thereof.

Except as modified herein, all of the terms and conditions of the Loan, the Note and Mortgage and any and all other instruments executed in connection with said Loan shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 30th day of January 2003.

AmSouth Bank

BY: Daniel W. Hill
Daniel W. Hill, Vice-President

H & P Custom Homes, Inc..

BY: Jimmie E. Parker
Jimmie E. Parker, President

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Daniel W. Hill, whose name as a Vice President of AmSouth Bank, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntary for and as the act of said corporation.

Given under my hand and official seal this the 30th day of January 2003.

Robbie Gatcher
Notary Public

My Commission Expires: 9/20/03

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Jimmie E. Parker, whose name as President of H & P Custom Homes, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntary for and as the act of said corporation.

Given under my hand and official seal this the 30th day of January 2003.



Notary Public

My Commission Expires: 9/20/03