

WHEN RECORDED MAIL TO:

REGIONS BANK
BIRMINGHAM RESIDENTIAL CONSTRUCTION
105 VULCAN BUILDING
4TH FLOOR
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000318033521001000000

THIS MODIFICATION OF MORTGAGE dated April 14, 2004, is made and executed between Camp Branch Properties, LLC, whose address is 100 Applegate Ct, Pelham, AL 35124; A LIMITED LIABILITY COMPANY (referred to below as "Grantor") and REGIONS BANK, whose address is 105 VULCAN BUILDING, 4TH FLOOR, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 2, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 11/03/2000 in the office of the Judge of Probate, Instrument # 2000-38328.

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 Hwy 42, Pelham, AL 35124.

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

Decrease Mortgage amount from \$700,000.00 to \$639,400.00.

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 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.

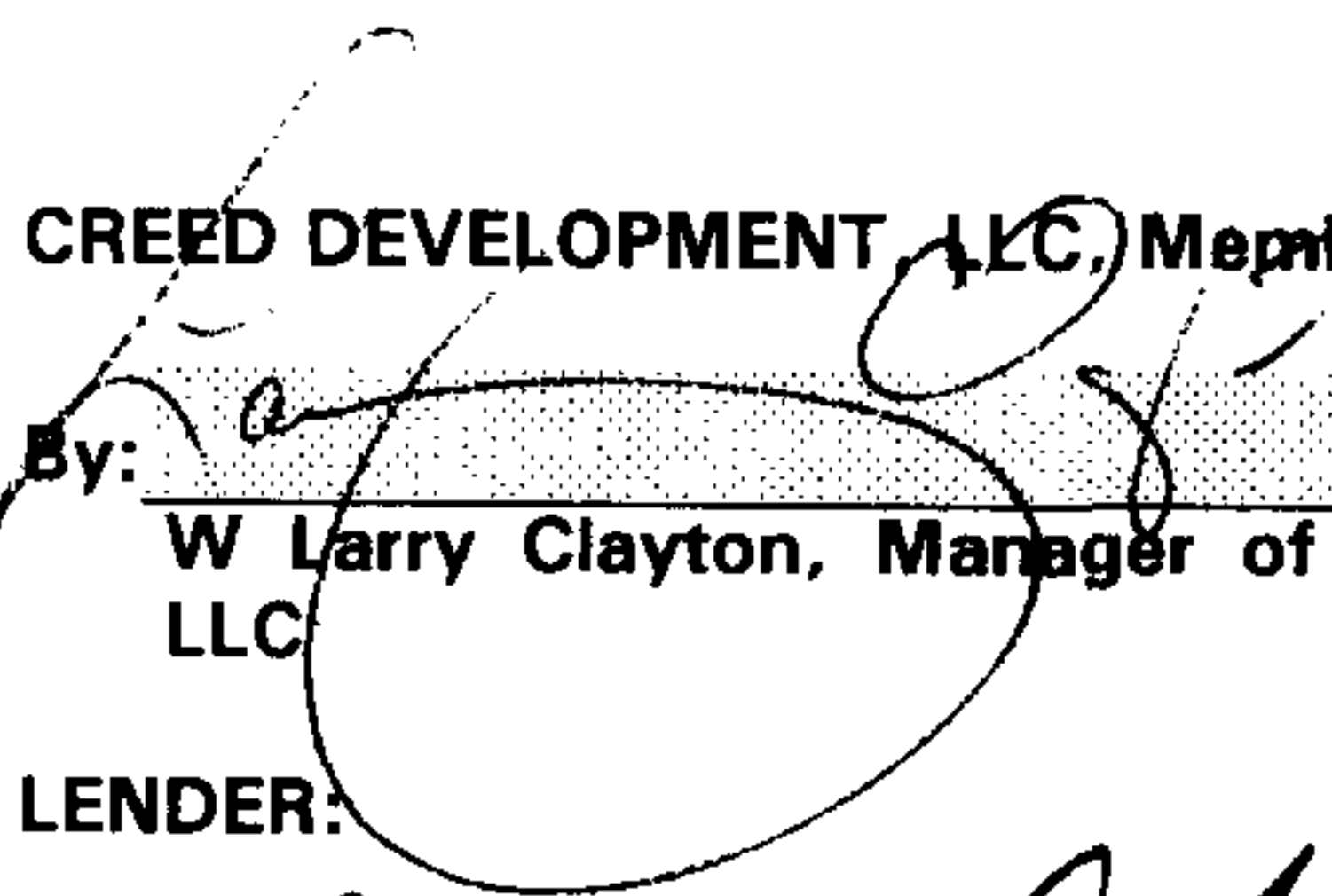
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 14, 2004.

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.

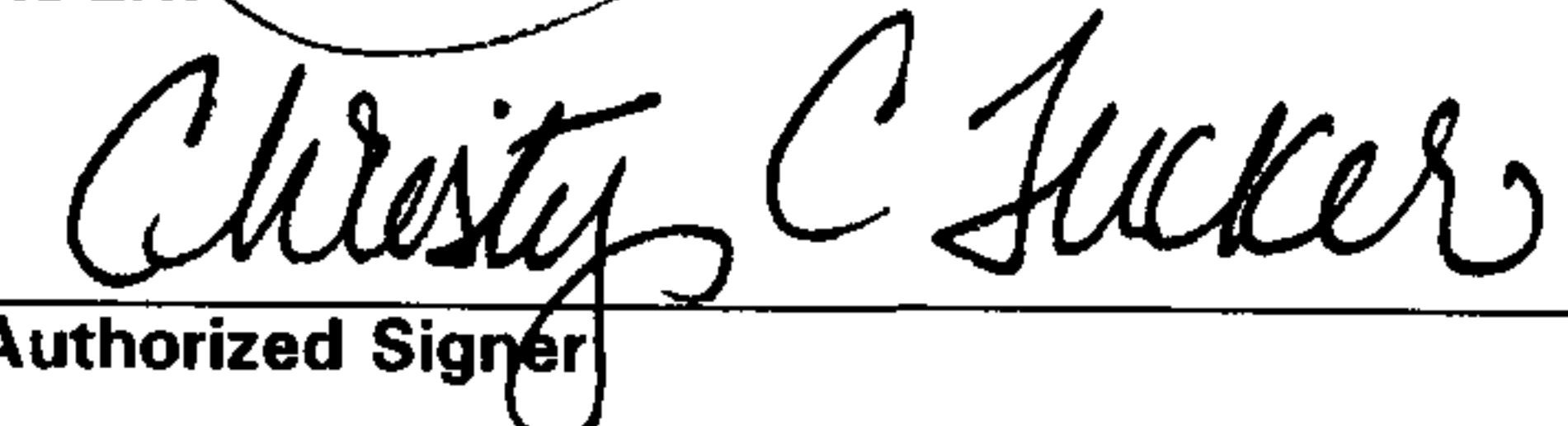
GRANTOR:

CAMP BRANCH PROPERTIES, LLC

CREED DEVELOPMENT, LLC, Member of Camp Branch Properties, LLC

By:  (Seal)
W. Larry Clayton, Manager of Creed Development, LLC

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Christy Tucker
Address: 105 VULCAN BUILDING
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00318033521001

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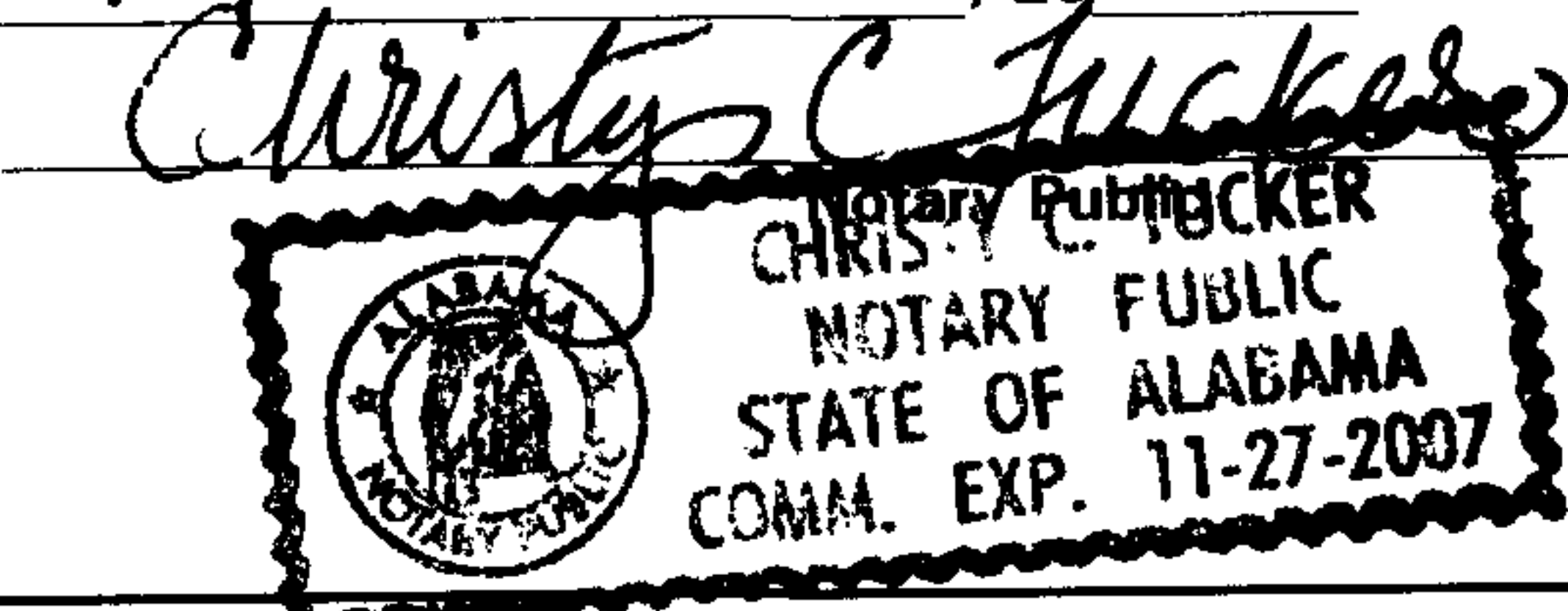
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **W Larry Clayton, Manager of Creed 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 manager 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 14th day of April, 2004.

My commission expires 11/27/07



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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 _____

SCHEDULE A, CONTINUED
LEGAL DESCRIPTION

PARCEL III:

A part of the SW 1/4 of Section 31, Township 21 South, Range 1 West, and a part of the NW 1/4 of Section 6, Township 22 South, Range 1 West, and a part of the E 1/2 of the SE 1/4 of Section 1, Township 22 South, Range 2 West, being more particularly described as follows:

Begin at the SW corner of Section 31, Township 21 South, Range 1 West; thence North 0 degrees 03 minutes 56 seconds East along West line thereof for 500 feet; thence North 88 degrees 35 minutes 54 seconds East for 1833.82 feet; thence South 0 degrees 03 minutes 56 seconds West for 500.00 feet to the North line of Section 6, Township 22 South, Range 1 West; thence South 64 degrees 41 minutes 48 seconds West for 619.50 feet; thence South 61 degrees 47 minutes 44 seconds East for 443.55 feet; thence South 22 degrees 05 minutes 37 seconds West for 2291.54 feet to a point 20 feet East of the centerline of a private road and a curve concaved Northwesterly having a radius of 400.99 feet and a central angle of 64 degrees 09 minutes 08 seconds; thence a chord bearing South 7 degrees 38 minutes 38 seconds West run along said curve a chord distance of 432.73 feet to a curve to the right having a radius of 231.11 feet and a central angle of 39 degrees 11 minutes 21 seconds; thence along said curve a chord bearing of South 59 degrees 53 minutes 33 seconds West a chord distance of 155.01 feet; thence South 79 degrees 29 minutes 39 seconds West for 57.68 feet to a curve to the left having a radius of 121.08 feet and a central angle of 59 degrees 06 minutes 46 seconds; thence along said curve a chord bearing of South 49 degrees 56 minutes 16 seconds West a chord distance of 119.45 feet; thence South 20 degrees 22 minutes 53 seconds West for 341.25 feet; thence South 10 degrees 58 minutes 07 seconds West for 309.63 feet; thence leaving said road South 44 degrees 10 minutes 18 seconds East for 725.35 feet; thence South 36 degrees 38 minutes 46 seconds West for 413.82 feet to the Northerly right of way of Shelby County Highway #42 and a curve concaved Southerly, having a radius of 1016.82 feet and a central angle of 45 degrees 11 minutes 15 seconds; thence along said curve and right of way a chord bearing of South 84 degrees 15 minutes West a chord distance of 781.31 feet; thence continue along said right of way South 61 degrees 39 minutes 22 seconds West for 170.60 feet; thence 90 degrees 00 minutes left along said right of way for 20.00 feet; thence continue along said right of way South 61 degrees 39 minutes 22 seconds West for 1026.21 feet to the West line of the NE 1/4 of the NE 1/4, Section 12, Township 22 South, Range 2 West; thence North 0 degrees 20 minutes 38 seconds East for 8.92 feet to the SW corner of the SE 1/4 of the SE 1/4 of Section 1, Township 22 South, Range 2 West; thence North 0 degrees 20 minutes 38 seconds East along the West line of said Section 1 for 2672.35 feet to the NW corner of the NE 1/4 of the SE 1/4 of said Section 1; thence South 88 degrees 46 minutes 57 seconds East run along the North line of last said 1/4-1/4 Section for 1316.33 feet to the SW corner of the SW 1/4 of the NW 1/4 of said Section; thence North 0 degrees 07 minutes 46 seconds West for 2659.66 feet to the point of beginning.

LESS AND EXCEPT:

Property conveyed to Brandon Wayne Boggan recorded in Inst. No. 2001-18706
Property conveyed to Brandon Wayne Boggan recorded in Inst. No. 20020703000311310
Property conveyed to Brandon Wayne Boggan recorded in Inst. No. 20030826000567020
recorded in Probate Office of Shelby County, Alabama.

SCHEDULE A, PAGE 4, COMMITMENT NO. SS-00-7983-A

STEWART TITLE
GUARANTY COMPANY