

STATE OF ALABAMA)
SHELBY COUNTY)

20040507000242560 Pg 1/3 38.45
Shelby Cnty Judge of Probate, AL
05/07/2004 15:01:00 FILED/CERTIFIED

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is executed this 26th day of April, 2004, by and between COLONIAL BANK, a state banking corporation (the "Mortgagee") and Brantley Homes Inc (the "Mortgagor"), as follows:

WITNESSETH:

WHEREAS, on March 7, 2003, Mortgagor executed that certain Mortgage in favor of Mortgagee, which Mortgage was filed for recorded on the 8th day of April, 2003, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument # 20030408/210960 (the "Mortgage"); and

WHEREAS, the indebtedness secured by the mortgage has been renewed, extended or modified pursuant to "Commerical Promissory Note and Security Agreement" (the "Agreement"), entered into by and between Mortgagor and Mortgagee on even date herewith; and

WHEREAS, the Mortgagor has requested that the mortgagee increase the credit limit under the Agreement to \$228,000 and 00 / 100 Dollars (\$ 228,000.00); and

WHEREAS, it is the intention of the parties that the lien of the Mortgage secured the indebtedness as renewed, extended or modified by the Agreement;

NOW, THEREFORE, in consideration of the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Modification is executed to modify the Mortgage to evidence the agreement of the parties that the lien of the Mortgage shall secure the indebtedness as amended and evidenced by the Agreement.
2. The Mortgage is modified to secure the credit limit of \$228,000 and 00 / 100 Dollars (\$ 228,000.00).
3. The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification and the Agreement, Mortgagor does not intend to affect a novation or substitution, but rather intends to effect and extension and renewal or modification of the original indebtedness now evidenced by the agreement.
4. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and

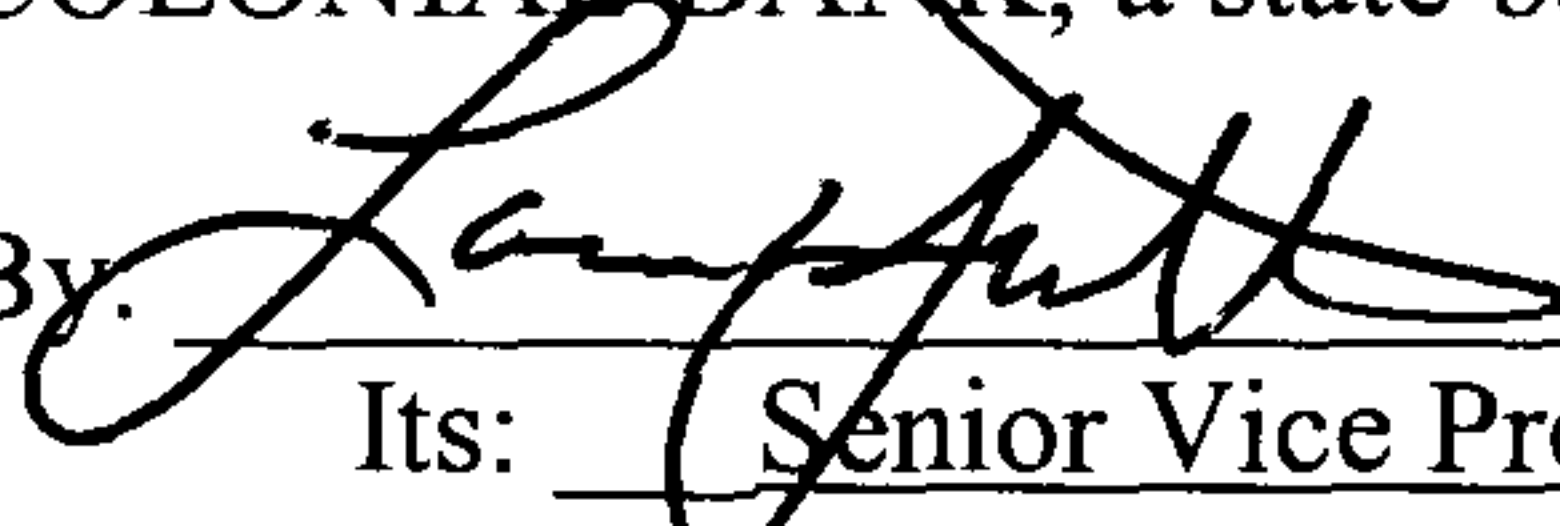
****THIS IS A INCREASE FROM \$213,750.00 TO \$228,000.00
THE DIFFERENCE IS \$14,250.00****

enforceable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.

5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation

By: 

Its: Senior Vice President
(Mortgagee)

X: 

Brantley Homes Inc

By: Bill Brantley

Its: President

This Instrument was prepared by:

Colonial Bank

Tammy Wilson

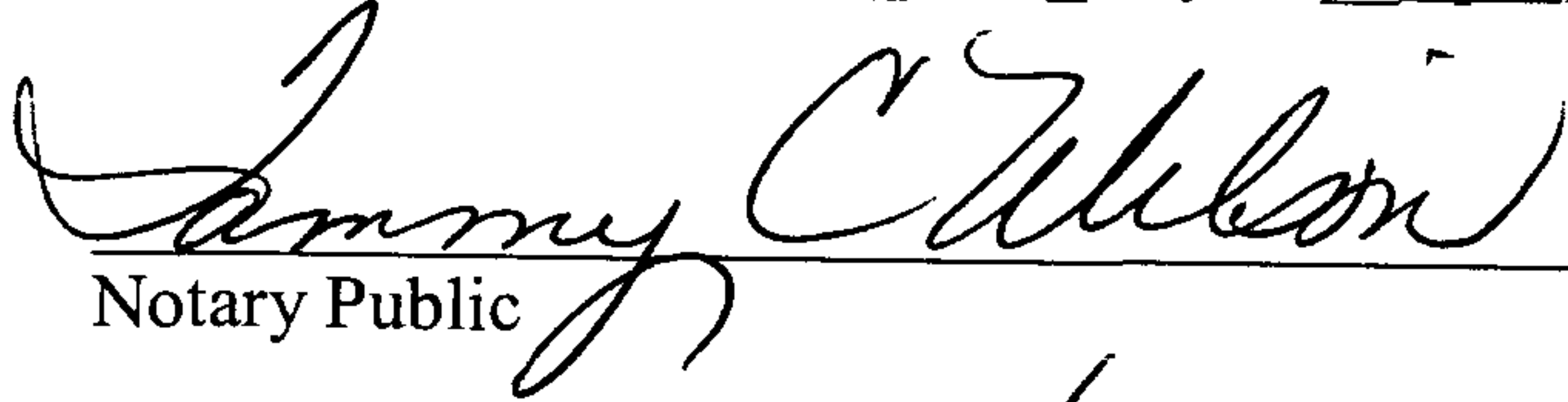
2501 20th Place South

Birmingham, Al 35223

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lamar C Guthrie, whose names as Senior Vice President of Colonial Bank, a state banking corporation, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/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 the 26th day of April,
2004.

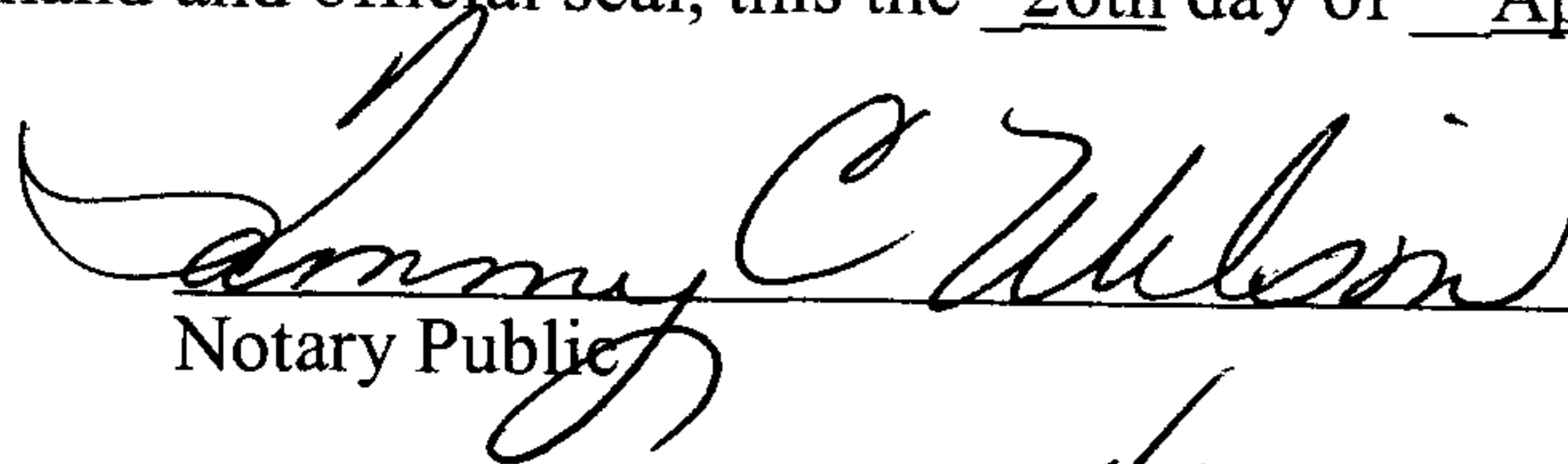

Notary Public

My Commission Expires: 7-22-06

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State. hereby certify that Bill Brantley, whose names as President of Brantley Homes Inc. 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 said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26th day of April,
2004.


Notary Public

My Commission Expires: 7-22-06