

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



DOC48000000355540122001000000

THIS MODIFICATION OF MORTGAGE dated December 13, 2004, is made and executed between **SILVER CREEK DEVELOPMENT L L C**, whose address is 2151 OLD ROCKY RIDGE RD; SUITE 112, BIRMINGHAM, AL 35216-7251; 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 May 5, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 05-27-1999 in the Office of Judge of Probate, Instrument Number: 1999-22369.

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 SILVER CREEK S/D HIGHWAY 119, ALABASTER, AL 35004.

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

Modification of that mortgage from Silver Creek Development, LLC to Regions Bank in the amount of \$1,800,000.00 dated 5/5/99 and recorded 5/27/99 in Instrument No. 1999-22369. Along with UCC recorded in Instrument No. 1999-22370, Further amended to add lots recorded 10/30/03 in Instrument No. 200310300000723040 and continued in Instrument No. 20040326000157450. First Amendment to increase line to \$2,185,000.00 dated 6/20/00 and recorded 8/10/00 in Instrument No. 2000-27190. Second modification to decrease line to \$1,856,699.87 dated 11/7/03 and recorded 11/26/03 in Instrument No. 20031126000774520. Said modification to increase line to \$2,446,651.29. (NOTE: Liability of this policy is limited to \$261,651.20 - amount of increase).

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 DECEMBER 13, 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:

SILVER CREEK DEVELOPMENT L L C

By:  (Seal)
ROBERT A CONNER, Member of SILVER CREEK
DEVELOPMENT L L C

EDCOR INC, Member of SILVER CREEK DEVELOPMENT L L C

By:  (Seal)
E EARL RHYNE, President of EDCOR INC

G S DEVELOPMENT, LLC, Member of SILVER CREEK DEVELOPMENT L L C

By:  (Seal)
R CHARLES STAGNER, Member of G S
DEVELOPMENT, LLC

By:  (Seal)
MICHAEL D GREEN, Member of G S
DEVELOPMENT, LLC

LENDER:

REGIONS BANK

x Frederick G. Ferguson (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: FREDERICK G FERGUSON
Address: 105 VULCAN BUILDING
City, State, ZIP: BIRMINGHAM, AL 35209

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 ROBERT A CONNER, Member of SILVER CREEK DEVELOPMENT L L C and E EARL RHYNE, President of EDCOR INC and R CHARLES STAGNER, Member and MICHAEL D GREEN, Member of G S DEVELOPMENT, 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 13th day of December, 2004.

Denise H. Gosdin
Notary Public

MY COMMISSION EXPIRES MARCH 12, 2005

My commission expires _____

LENDER 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 Frederick G Ferguson -
for Regions Bank 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 13th day of December, 2004.

Denise H. Gosdin
Notary Public

MY COMMISSION EXPIRES MARCH 12, 2005

My commission expires _____

The North 1/2 of Northeast 1/4 and that part of the North 1/2 of South 1/2 of Northeast 1/4 lying North of the line fence of Elliott & Robertson.

Also, all that part of the Northeast 1/4 of Northwest 1/4, East of the Montevallo and Ashville Public Road, all in Section 26, Township 21, Range 3 West, Shelby County, Alabama.

Also, all that part of the West 1/2 of Northwest 1/4 of Section 25, Township 21, Range 3 West, lying West of Spring Creek and North of line fence of Elliott and Robertson or the extension thereof, and more particularly described as follows:

Begin at the Northwest corner of Section 25, Township 21, Range 3 West, Shelby County, Alabama; thence North 88 degrees 27 minutes East 535.2 feet; thence South 29 degrees 30 minutes East 191.5 feet; thence South 55 degrees 30 minutes East 255.8 feet; thence South 23 degrees 30 minutes East 102.0 feet to Spring; thence South 22 degrees 45 minutes West 190.3 feet; thence South 68 degrees 48 minutes West 127.8 feet; thence South 9 degrees 45 minutes East 247.5 feet; thence South 28 degrees 15 minutes East 231.5 feet; thence South 67 degrees 15 minutes East 117.3 feet; thence South 11 degrees 45 minutes West 129.5 feet; thence South 60 degrees 45 minutes West 124.5 feet; thence South 21 degrees 30 minutes West 204.0 feet; thence South 36 degrees 30 minutes East 52.7 feet; thence South 16 degrees 30 minutes West 105.4 feet; thence North 88 degrees 40 minutes West 3305.5 feet; thence North 3 degrees 22 minutes West 158.9 feet; thence North 88 degrees 16 minutes

East 137 feet; thence North 17 degrees 44 minutes West 338.2 feet; thence North 26 degrees 29 minutes West 135.7 feet; thence North 11 degrees 39 minutes West 287.6 feet; thence North 6 degrees 29 minutes West 605 feet; thence North 88 degrees 16 minutes East 2745 feet to the point of beginning.

Less and except from the above described property any part included in deed to Mattie Faust recorded in Book 193, Page 442.