

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



DOC48000002909772090003000000

THIS MODIFICATION OF MORTGAGE dated January 14, 2005, is made and executed between **OLD TRADITIONAL HOMES, INC.**, whose address is 1265 LEGACY DRIVE, BIRMINGHAM, AL 35242-6052; A CORPORATION (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 July 30, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/09/2004 in the office of the Judge of Probate, Instrument # 20040809000446270.

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 6924 Highway 39, Chelsea, AL 35043.

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

Principal increase from \$1,000,000.00 to \$1,100,000.00.

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 endorser 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 14, 2005.

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.

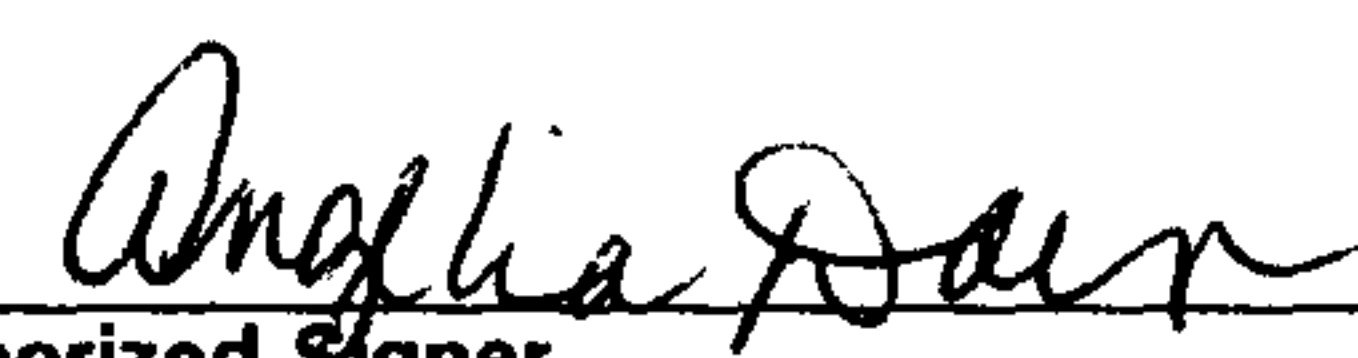
GRANTOR:

OLD TRADITIONAL HOMES, INC.

By  (Seal)
RICHARD C AMBERSON, President of OLD
TRADITIONAL HOMES, INC.

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Angelia Daw
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

CORPORATE 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 **RICHARD C AMBERSON, President of OLD TRADITIONAL HOMES, INC.**, 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 14th day of January, 2005.
Angelia Rose Davis
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 _____

2005010400000490 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
01/04/2005 09:01:00 FILED/CERTIFIED

EXHIBIT "A"

From a 1" square bar at the NE corner of Section 18, Township 20 South, Range 1 West, sighting South 5117.25 feet on a 4" x 4" concrete monument at the NE corner of said Section 18, thence thence 00°39'02" left and run 1336.73 feet to a 1.5" pipe accepted as the NE corner of the SE 1/4 - NE 1/4 of said Section 18, being the point of beginning of herein described parcel of land; thence turn 91°36'07" right and run 1091.48 feet along an accepted segment of the North boundary of said SE 1/4 - NE 1/4 to a 3/4" pipe on the Easterly boundary of Shelby County Highway #19 (80' ROW); thence turn 60°16'32" left and run 100.30 feet along said highway boundary to a 1/2" rebar; thence turn 07°08'04" left and run 102.95 feet along said highway boundary to a 1/2" rebar; thence turn 00°47'40" left and run 159.12 feet along said highway boundary to a 1/2" rebar on an accepted property line; thence turn 111°47'44" left and run 1251.18 feet along an accepted property line to a 1" crimped pipe on the accepted West boundary of the SW 1/4 - NW 1/4 of Section 17, Township 20 South, Range 1 West; thence turn 88°22'39" right and run 1007.36 feet to a 1/2" rebar accepted as the SW corner of said SW 1/4 - NW 1/4; thence turn 89°00'52" left and run 1271.63 feet to a 1.5" pipe accepted as the SE corner of said SW 1/4 - NW 1/4; thence turn 89°51'07" left and run 1352.86 feet to a 1.5" pipe accepted as the NE corner of said SW 1/4 - NW 1/4; thence turn 90°50'22" left and run 1198.23 feet along the accepted North boundary of said SW 1/4 - NW 1/4 to the point of beginning of herein described parcel of land, situated in the SW 1/4 - NW 1/4 of Section 17, Township 20 South, Range 1 West and the SE 1/4 - NE 1/4 of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama.

200501310000045520 Pg 3/3 167.00
Shelby Cnty Judge of Probate, AL
01/31/2005 10:45:00 FILED/CERTIFIED

CRTRY A