

STATE OF ALABAMA

COUNTY OF SHELBY

NOTE TO PROBATE COURT: This Amendment amends that certain Mortgage dated July 2, 2003 previously recorded in the Office of the Judge of Probate of Shelby County in Instrument # 20030707000423690 to amend the Conversion Date from July 1, 2004 to February 1, 2005, reduce the Principal Loan amount from \$550,000.00 to \$423,445.50 and reduce the initial Principal and Interest payment from \$3,037.12 to \$2,357.46.

Mortgage Modification Agreement

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and William L. Valentz and wife, Christa Valentz ("Borrowers").

WHEREAS, Borrowers are currently indebted to Bank pursuant to a certain loan in the principal amount of \$550,000.00 (the "Loan"), as evidenced by a certain Adjustable Rate Note (the "Note") dated July 2, 2003. The terms of the loan are further set forth and evidenced in that certain Construction /Permanent Loan Agreement dated July 2, 2003.

WHEREAS, the Loan is secured by a certain Mortgage dated July 2, 2003 executed by Borrowers in favor of the Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20030707000423690 (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested the Bank to amend the Conversion Date of the Mortgage from July 1, 2004 to February 1, 2005, reduce the Principal Loan amount from \$550,000.00 to \$423,445.50 and reduce the initial Principal and Interest payment from \$3,037.12 to \$2,357.46.

WHEREAS, the Bank is willing to amend the Conversion Date, reduce the Principal loan amount and reduce the initial Principal and Interest payment, on the condition, among others, that Borrowers enter into this Agreement to amend and modify the Mortgage.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrowers and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:
 - (a.) In the Construction Permanent Loan Agreement, the Conversion Date, "July 1, 2004" is hereby deleted and the Conversion Date, "February 1, 2005" is hereby substituted therefore.
 - (b.) In the Mortgage and Construction Permanent loan agreement, the Principal loan amount, "\$550,000.00" is hereby deleted and the Principal loan amount, "\$423,445.50" is hereby substituted therefore.

2. Except as modified herein or in the Note, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instrument executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to constitute a negation of the terms of the Mortgage nor impair any liens granted to Bank there under, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

IN WITNESS WHEREOF, parties hereto have caused this instrument to be executed effective this 24th day of January 2005.

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By: Stephen B. Castleberry
Stephen B. Castleberry
Its Vice President

STATE OF ALABAMA
COUNTY OF Jefferson

20050202000053700 Pg 2/2 15.00
Shelby Cnty Judge of Probate:AL
02/02/2005 15:44:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen B. Castleberry, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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, 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 24th day of January, 2005,

Angele Carter Brazell
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

X William L. Valentz
William L. Valentz

X Christa Valentz
Christa Valentz

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William L. Valentz and Christa Valentz, HUSBAND AND WIFE whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24th day of January, 2005 .

Angele Carter Brazell

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____