

MORTGAGE MODIFICATION AGREEMENT

Loan Account Number: 15107

THIS MORTGAGE MODIFICATION AGREEMENT is made this 11TH day of February, 2005, by and between Larry J. Herndon and wife, Jeanie Herndon (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

WITNESSETH:

WHEREAS, on 09/02/2004, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$324,000.00 filed for record 09/28/2004 and recorded in Instrument #20040928000536600 in the Probate Office of Shelby County, Alabama;

WHEREAS, Mortgagor(s) have requested and Lender has agreed to modify certain provisions of said Mortgage in the manner set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Mortgagor(s) and the Lender that commencing with the date of this agreement of terms and provisions of said "Mortgage" are amended as follows:

MAXIMUM OBLIGATION LIMIT: The total principal amount secured by this Security Instrument at any one time shall not exceed \$401,000.00.

Except as herein modified, all other provisions and terms of the Mortgage shall remain in full force and effect and is hereby ratified and affirmed in all respects by the Mortgagor(s). Mortgagor(s), by these present, do hereby aver and confirm that they have no defenses or offsets with respect to Mortgagor(s) obligations pursuant to the Mortgage as is herein modified.

IN WITNESS WHEREOF, Mortgagor(s) and Lender have executed this Mortgage Modification Agreement as of the month, day and year first set forth herein above.

MORTGAGOR(S)

BY: Larry J. Herndon
Larry J. Herndon

BY: Jeanie Herndon
Jeanie Herndon

COVENANT BANK

BY: [Signature]

ITS: Vice President

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County and said State, hereby certify Gary Isenhower & Aleda Isenhower whose name(s) is/are signed to the foregoing Mortgage Modification Agreement, and that who is known to me, acknowledged before me on this day that, being fully informed of the contents of said agreement, being executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 11th day of February, 2005.

Notary Public

My commission expires: 11-26-07

STATE OF ALABAMA
COUNTY OF

I, April Price, a Notary Public in and for said county and in said state, hereby certify that Garry Jackson whose name as Vice President of Covenant Bank, a corporation signed the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this, the 11th day of February, 2005

Notary Public

My commission expires: 11-26-07

EXHIBIT "A"

Lot 1, according to the Survey of The Meadow at Tara, Section 2, as recorded in Map Book 33, Page 10, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of this loan were applied to the purchase price of the subject real estate.

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Shelby Cnty Judge of Probate, AL
02/15/2005 14:50:00 FILED/CERTIFIED