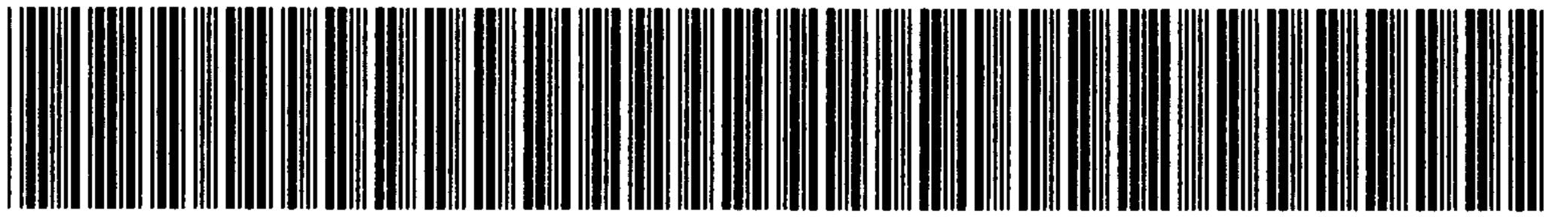


WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002910168060003000000

THIS MODIFICATION OF MORTGAGE dated September 1, 2005, is made and executed between JIMMIE PARKER CUSTOM HOMES, INC., whose address is 207 BIRCH DRIVE, BIRMINGHAM, AL 35242-0000; 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 December 10, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Date Filed: 01/04/2005 Instrument Num: 2005010400001110 .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

Lot 7, according to the Survey of Deer Ridge Lakes, Sector 1, as recorded in Map Book 33, page 115, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

The Real Property or its address is commonly known as LOT 7 DEER RIDGE ESTATES, PELHAM, AL 35124.

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

INCREASING LOAN AMOUNT \$35,076.40.

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 SEPTEMBER 1, 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:

By: (Sea JIMMIE E PARKER, President of JIMMIE PARKER CUSTOM HOMES, INC. LENDER:

REGIONS BANK

Rwald Robert (Seal)

Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMIE BRUNER

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

Loan No: 02910168060003

MODIFICATION OF MORTGAGE (Continued)

Page 2

CORPORATE ACKNOWLEDGMENT 20050914000478690 2/2 \$66.65 Shelby Cnty Judge of Probate, AL 09/14/2005 03:50:17PM FILED/CERT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JIMMIE E PARKER, President of JIMMIE PARKER CUSTOM 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 day of Notary Public JAMIE L. BRUNER My commission expires NOTARY PUBLIC STATE AT LARGE - ALABAMA Commission Expires 4-1-2009 LENDER ACKNOWLEDGMENT **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. day of Given under my hand and official seal this JAMIE L. BRUNER NOTARY PUBLIC My commission expires STATE AT LARGE - ALABAMA

Commission Expires 4-1-2009