20050930000511280 1/3 $611.00
Shelby Cnty Judge of Probate,AL
09/30/2005 01:07:58PM FILED/CERT

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

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC4800000290398500000100000

THIS MODIFICATION OF MORTGAGE dated September 27, 2005, is made and executed between EMERALD RIDGE, LLC; A LIMITED LIABILITY COMPANY (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 September 26, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

ORIG. MORTGAGE: 11-19-2004 ; ORIG. MORTGAGE AMT: 2,500,000.00 ; DATE FILED: 11-30-2004 INSTRUMENT NUM: 2004/655340.

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 PARCEL I AND PARCEL II, CALERA , AL 35040.

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

CURRENT MATURITY: 11-01-2008 ; NEW MATURITY: 9-27-2006 INCREASE FROM $2,500,000.00 TO $2,895,950.00.

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 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 27, 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:

EMERALD RIDGE, LLC

By: _____ (Seal)
WILLIAM E SCOTT, Member of EMERALD RIDGE, LLC

By: Karen B. Scott (Seal)
KAREN B SCOTT, Member of EMERALD RIDGE, LLC

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: DONNA SCHMIDT
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

LIMITED LIABILITY COMPANY 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 **WILLIAM E SCOTT, Member and KAREN B SCOTT, Member of EMERALD RIDGE, 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 27th **day of** September, 20 05.

Dorothy S Rice
Notary Public

My commission expires _____

DOROTHY S. RICE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-21-2006

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 _____

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-130552 PR-BR04

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EXHIBIT "A"

PARCEL I:
A parcel of land situated in the East 1/2 of Section 17, and the NW 1/4 of the NE 1/4 of the NE 1/4 of Section 20, all in Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:
Begin at the NW corner of the East 1/2 of the Southeast 1/4 of Section 17, Township 22 South, Range 2 West; thence North 2 degrees 58 minutes 38 seconds East along the West line of the SE 1/4 of the NE 1/4 of said Section 17 a distance of 161.67 feet to a point lying on the Southerly right of way line of Shelby County Highway #84 (80-foot right of way), said point also lying on a curve which bears to the left having a radius of 5040.00 feet, a central angle of 01 degrees 38 minutes 42 seconds and subtended by a chord which bears South 45 degrees 46 minutes 25 seconds East a chord distance of 144.70 feet; thence along the arc of said curve and along said right of way line a distance of 144.70 feet; thence South 46 degrees 35 minutes 46 seconds East along said right of way line a distance of 331.06 feet to the beginning of a curve to the left having a radius of 1240.00 feet, a central angle of 16 degrees 39 minutes 35 seconds and subtended by a chord which bears South 54 degrees 55 minutes 34 seconds East a chord distance of 359.28 feet; thence along the arc of said curve and along said right of way line a distance of 360.55 feet to a point lying on the East line of the W 1/2 of the E 1/2 of the SE 1/4 of said Section 17; thence leaving said right of way line and along said East line South 2 degrees 20 minutes 13 seconds West a distance of 2328.99 feet to the South line of said Section 17; thence South 3 degrees 17 minutes 11 seconds East along the East line of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 20 a distance of 541.70 feet to a point lying on the Northerly right of way line of Shelby County Highway #16 (80-foot right of way); thence North 89 degrees 39 minutes 51 seconds West leaving said East line and along said right of way line a distance of 663.21 feet to a point lying on the West line of said 1/4-1/4-1/4 Section; thence leaving said right of way line and along said West line North 2 degrees 35 minutes 00 seconds West a distance of 549.35 feet to the North line of said Section 20; thence North 2 degrees 35 minutes 10 seconds East along the West line of the SE 1/4 of the SE 1/4 of said Section 17, a distance of 1330.88 feet; thence North 1 degrees 54 minutes 13 seconds East along the West line of the NE 1/4 of the SE 1/4 of said Section 17 a distance of 1359.82 feet to the point of beginning.
Situated in Shelby County, Alabama.
According to survey of Robert C. Farmer, dated August 11, 2000.

PARCEL II:
Blocks 38-A, 55-A, 56-A, 73-A, 74-A, 91-A, 92-A, and 109-A, according to Hetz Map of Calera, Alabama, recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 119.

Also, all that part of the E 1/2 of the E 1/2 of the SE 1/4 of Section 17, Township 22 South, Range 2 West, lying West of Twentieth Street, according to Dunstan's Map of the Town of Calera, Alabama, and West of Ethelda Drive, according to said Hetz Map of Calera, Alabama, not divided into lots, blocks, streets, and avenues, according to said Dunstan's Map, and not divided into lots, blocks, streets, and avenues, according to said Hetz Map,

Also, all that part of the E 1/2 of NE 1/4 of NE 1/4 of Section 20, Township 22 South, Range 2 West, lying West of Twentieth Street according to Dunstan's Map of the Town of Calera, Alabama, and West of Ethelda Drive according to said Hetz Map, and not divided into lots, blocks, streets, and avenues according to said Dunstan's Map, and not divided into lots, blocks, streets, and avenues according to said Hetz Map.

LESS AND EXCEPT that portion of same conveyed to Meriweather Development, by deed recorded as Instrument #2001-31261, in Probate Office.