

This Instrument Prepared By:
James W. Fuhrmeister
ALLISON, MAY, ALVIS,
FUHRMEISTER & KIMBROUGH, L. L. C.
P. O. Box 380275
Birmingham, AL 35238

MORTGAGE MODIFICATION AGREEMENT

10024838

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

WHEREAS, **MAIN STREET BANK** ("Mortgagee") heretofore made a loan in the amount of **\$1,070,106.15** to **T & V LEBLANC, LLC**, a **Georgia limited liability company** ("Mortgagor"), as evidenced by that certain Promissory Note ("Note") dated September 1, 2004; and

WHEREAS, said Note is secured, among other things, by that certain Construction Mortgage executed by said Mortgagor in favor of said Mortgagee and dated September 1, 2004 and recorded as **Instrument # 20040903000495520** in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage") secured by the real property more particularly described as:

Lot 3, according to the Map of the White Stone Center Subdivision, as recorded in Map Book 33, page 138-A and 138-B, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Mortgagor and Mortgagee have agreed to modify some terms of the Note and Mortgage and Mortgagor and Mortgagee have executed a Modification To Promissory Note dated even date herewith, which modifies some terms of the Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Mortgagor and Mortgagee agree as follows:

1. The maturity date of the Mortgage is extended to October 6, 2010
2. Mortgagor, in consideration of the change in some of the terms of the Note and in consideration of the extension of the maturity date by Mortgagee and in consideration of \$1.00 in hand paid by Mortgagee to Mortgagor and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, shall pay the principal and interest as set forth in the Note as modified even date herewith and shall comply with the other terms of the Promissory Note dated September 1, 2004 (as modified even date herewith), Construction Loan Agreement dated September 1, 2004, and Construction Mortgage dated September 1, 2004, except as modified herein.
3. When the terms and provisions contained in the Mortgage in any way conflict with the terms and provisions of this agreement, the terms and conditions contained herein shall prevail, and as modified by this agreement, the Mortgage is hereby ratified and confirmed.
4. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties have executed this agreement on
the 6TH day of OCTOBER, 2005.

MORTGAGOR:

**T & V LEBLANC, LLC, a Georgia limited
liability company**

By: *Timothy P. LeBlanc*
TIMOTHY P. LEBLANC
Its: MANAGING MEMBER

MORTGAGEE:

MAIN STREET BANK

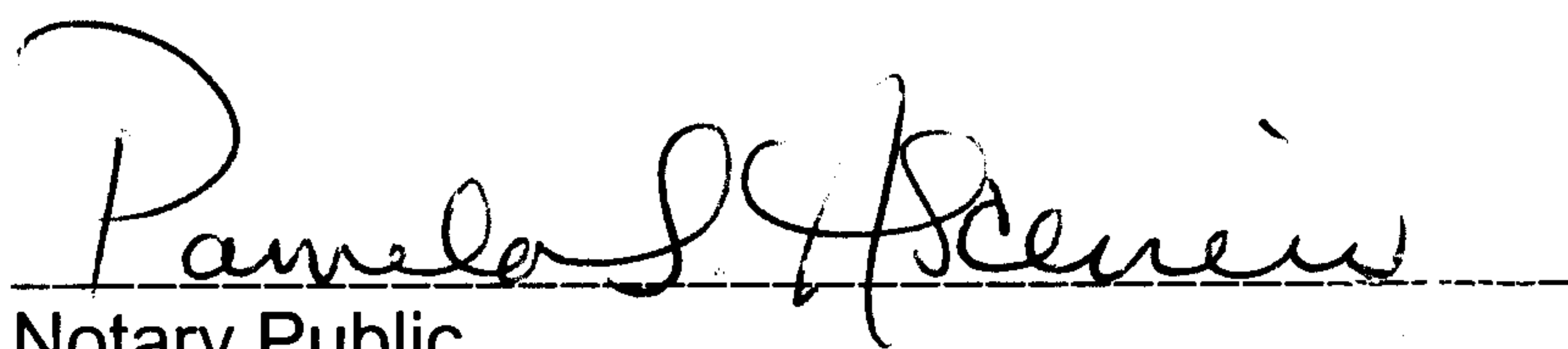
By: *A J Patterson*
A J PATTERSON
Its: VICE PRESIDENT & BDO

ACKNOWLEDGEMENT

STATE OF GEORGIA)
)
COUNTY OF HALL)

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that TIMOTHY P LEBLANC whose name as
MANAGING MEMBER of T & V LeBLANC, a limited liability company, 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 the foregoing instrument and with
full authority, he/she executed the same voluntarily on the day the same bears
date as the act of said limited liability company.

Given under my hand and official seal, this the 6TH day of
OCTOBER, 2005.



Notary Public

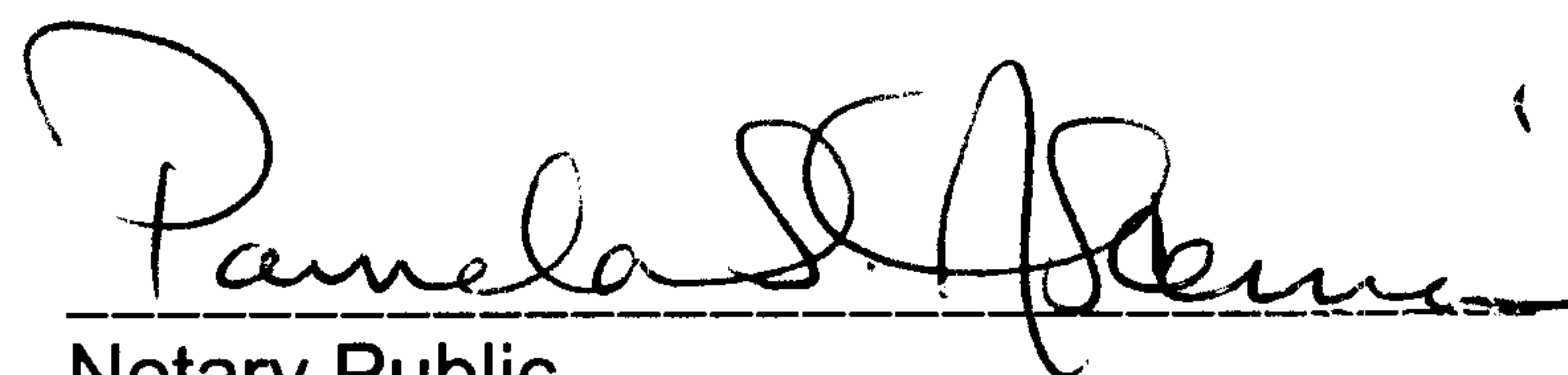
My Commission Expires ~~Notary Public, Hall Cty, Georgia~~

My Commission Expires
Aug., 27, 2006

STATE OF GEORGIA)
)
COUNTY OF HALL)

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that A J PATTERSON
whose name as VICE PRESIDENT AND BDO of MAIN
STREET BANK, a corporation, 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 the foregoing instrument and with full authority, he/she executed the
same voluntarily on the day the same bears date as the act of said corporation.

Given under my hand and official seal, this the 6TH day of
OCTOBER, 2005.



Notary Public

My Commission Expires ~~Notary Public, Hall Cty, Georgia~~

My Commission Expires
Aug., 27, 2006