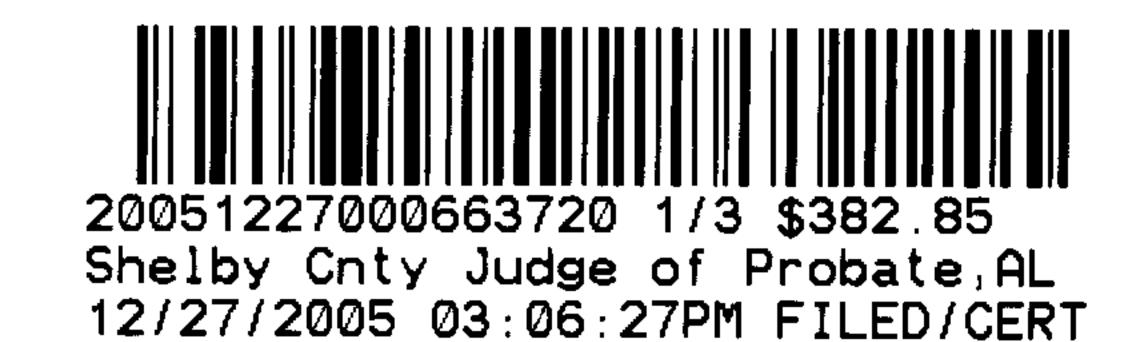
RECORDATION REQUESTED BY:

UNITED COMMUNITY BANK
McCAYSVILLE
PO BOX 356
182 BLUE RIDGE DRIVE
MCCAYSVILLE, GA 30555



WHEN RECORDED MAIL TO:

UNITED COMMUNITY BANK McCaysville PO BOX 356 182 Blue RIDGE DRIVE MCCaysville, GA 30555

SEND TAX NOTICES TO:

THOMAS K SNOWDEN
PAMELA S SNOWDEN
104 HIGH HAMPTON DRIVE
PELHAM, AL 35124-4808

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 28, 2005, is made and executed between THOMAS K SNOWDEN, whose address is 104 HIGH HAMPTON DRIVE, PELHAM, AL 35124-4808 and PAMELA S SNOWDEN, whose address is 104 HIGH HAMPTON DRIVE, PELHAM, AL 35124-4808; HUSBAND AND WIFE (referred to below as "Grantor") and UNITED COMMUNITY BANK, whose address is PO BOX 356, 182 BLUE RIDGE DRIVE, MCCAYSVILLE, GA 30555 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE DATED APRIL 28, 2005 RECORDED AS #20050510000222250 MORTGAGE TAX PAID IN THE AMOUNT OF \$365.40, SHELBY COUNTY, ALABAMA RECORDS.

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 104 HIGH HAMPTON DRIVE, PELHAM, AL 35124-4808.

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

THE OBLIGATIONS WHICH THE SECURITY DEED ORIGINALLY SECURED HAVE BEEN EXTENDED AND MODIFIED TO PROVIDE THAT THE PRINCIPAL AMOUNT OF THE OBLIGATION AS OF THE DATE HEREOF IS \$243,883.00. THE MODIFIED INTEREST RATE IS 7.75% AND THE MATURITY DATE OR DATE OF LAST INSTALLMENT IS APRIL 28, 2006. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY.

THIS INCREASES THE AMOUNT OWED TO UNITED COMMUNITY BANK BY -0- AND MORTGAGE TAX IN THE AMOUNT OF -0- IS DUE AND PAYABLE.

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 Lander 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 as expressly modifications.

LIMITATION OF REMEDIES. Lender and Lagree that neither party shall have a remedy of punitive or exemplary damages against the other in any dispute and hereby waive any right or claim to punitive or exemplary damages we have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially. Further, Lender and I agree to limit damages to actual compensatory damages flowing directly from the claimed breach, specifically excluding damages for lost profits, wages and/or income.

PLACE, TIME AND COST OF ARBITRATION. If either Borrower or Lender demands arbitration, such arbitration proceedings shall be held by a single arbitrator, as soon as practicable, but in any event within sixty (60) days after the demand for arbitration is made, in FANNIN County, Georgia. Notwithstanding anything to the contrary elsewhere in this Agreement, all of the expenses charged by the arbitrator or arbitration service shall be borne exclusively by the Lender, and no such expenses shall be the responsibility of the Borrower.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 28, 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:

LORACE CRICIAIDEN (Sea!)

LENDER:

UNITED COMMUNITY BANK

Authorized Signer

__(Seal)

This Modification of Mortgage prepared by:

Name: UNITED COMMUNITY BANK, LENDER

Address: PO BOX 356

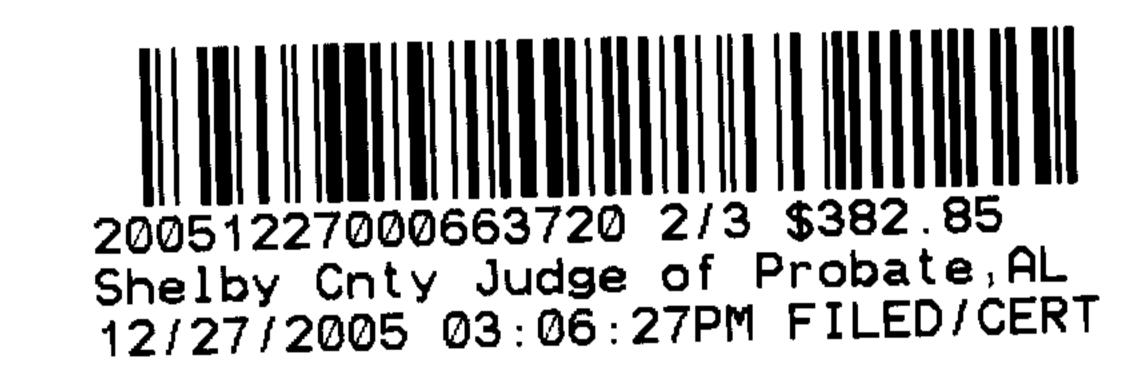
City, State, ZIP: MCCAYSVILLE, GA 30555

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
, ℓ	
STATE OF WICKEY	
) SS
COUNTY OF China	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that THOMAS K SNOWDEN and PAMELA S SNOWDEN, 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 Modification, they executed the same voluntarily on the day the same bears date.	
Given under my hand and official seal this	lay of <u>CTOOCI</u> , 20 <u>CD</u> .
My commission expires OCCGIA	Motary Public
CONLENDER ACKNOWLEDGMENT	
STATE OF STATE OF	
) SS
COUNTY OF FOMM)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that become a corporation, is signed to the foregoing Modification and who is known to me,	
acknowledged before me on this way 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 or and as the act of said corporation.	
	lay of ()(TODO), 2005, 1
My commission expires Column Colum	Haula Coffley Notary Public

LASER PRO Lending, Ver. 5.28.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL/GA d:\APPS\GA\CFI\LPL\G201.FC TR-104462 PR-24



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EXHIBIT "A"

LOT 6 ACCORDING TO THE SURVEY OF HIGH HAMPTON ESTATES AS RECORDED IN MAP BOOK 20, PAGE 84 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

20051227000663720 3/3 \$382.85 Shelby Cnty Judge of Probate, AL 12/27/2005 03:06:27PM FILED/CERT