

Name H&T HOME BUILDERS, INC.

Loan # 74005894

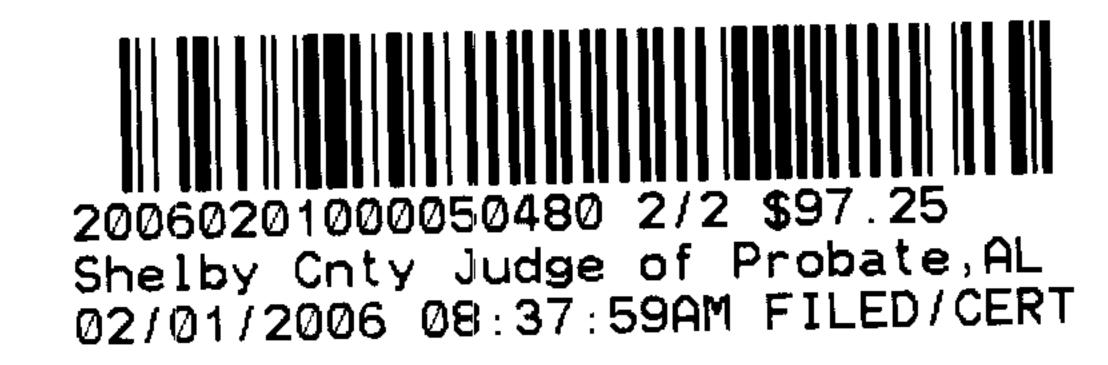
INCREASE LOAN AMOUNT BY: \$55,500.00

## MORTGAGE MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as "Modification Agreement") is made and entered into <u>January 20, 2006</u>, by and between <u>H & T HOME BUILDERS, INC.</u>, <u>A CORPORATION</u> (whether one or more, jointly and severally hereinafter referred to as "Borrower"), and **ALIANT BANK**, an Alabama banking corporation (sometimes formerly known as First National Bank of Alexander City, Elmore County National Bank, Elmore County Bank or First Montgomery Bank) (hereinafter referred to as "Lender").

•	mes formerly known as First National Bank of Alexander City, Elmore County National Bank, ak or First Montgomery Bank) (hereinafter referred to as "Lender").
	orrower previously executed and delivered unto Lender that certain NOTE AND SECURITY te (the "Note") dated December 14, 2005, in the original principal sum of \$128,250.00.
which Mortgage is	he Note is secured by that certain Mortgage dated <u>December 14, 2005</u> , Borrower to Lender, recorded in the Office of the Judge of Probate of <u>SHELBY</u> County, Alabama, in RLPY/Roll <u>50</u> , at Page/Frame/Card (the "Mortgage").
	orrower desires certain modifications to the Note and/or Mortgage and Lender is willing to make on the terms and conditions as set forth herein.
	AGREEMENT
consideration, the r	EREFORE, in consideration of the foregoing recitals, and for other good and valuable eceipt and sufficiency of which are hereby acknowledged, Borrower and Lender, intending to be ereby agree as follows (mark box(es) of applicable provision(s)):
	<u>fortgage</u> . The Mortgage is hereby amended as follows (mark box(es) of applicable provision(s), any):
	The principal sum secured is hereby amended to be U.S. \$183,750.00.
	If a maturity date specified in the Mortgage is sooner than the maturity date under the Note (as amended hereby), the Maturity Date under the Mortgage is hereby amended to delete reference to any maturity date or, if the Maturity Date of the Note is greater than twenty (20) years from the date hereof, the Maturity Date of the Mortgage shall be the Maturity Date of the Note (as amended hereby).
2.	Borrower agrees to pay the following fees:

- 3. The Borrower hereby confirms and agrees that the Mortgage (as such may be amended hereby) continues to secure all amounts which may now or hereafter be outstanding under the Note, as amended hereby, and Borrower hereby represents and warrants to the Lender that no other mortgage or security interest has been granted with respect to the property secured by the Mortgage since the original date of the Mortgage.
- 4. The Borrower hereby represents and warrants to the Lender that there is no default orevent of default outstanding under the Note, Mortgage or any related loan agreement, or any event or circumstance which, with the giving of notice or the passage of time or both, would likely constitute such a default or event of default under the Note, Mortgage or related loan agreements.
- 5. If the Mortgage is modified by this Modification Agreement, the Borrower shall cause this Modification Agreement to be recorded in the Office of the Judge of Probate of SHELBY County, Alabama, shall pay or reimburse Lender for all recording fees in connection therewith and shall cause and endorsement to be issued to the existing title insurance commitment or policy, updating such commitment or policy through the date of recordation of this Modification Agreement and reflecting any amendments made hereby, without any intervening liens or encumbrances, all at the expense of the Borrower.
- 6. This Modification Agreement shall be deemed effective as of the date hereof unless another date is specified here: January 20, 2006
- 7. Except as expressly amended hereby, the Borrower agrees that the Note, Mortgage and any related loan agreement shall remain unmodified and not effected by this Modification Agreement and each such documents remains in full force and effect. This is the entire agreement of the parties with respect to the subject matter hereof and, together with the Note, Mortgage and any related written loan agreement, contain the entire agreement of the parties with respect to the subject matter hereof.



IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be executed in one or more counterparts, each of which shall be deemed to be an original, as of the date first set forth above. Borrower hereby acknowledges receipt of a copy of this Modification Agreement.

	"BORROWER" H & T HOME BUILDERS, INC.
	James Hamm, ITS: PRESIDENT/OWNER
	(L.S.)
"LENDER" ALIANT BANK	
By: Its SENIOR VICE PRESIDI	ENT
(EXECUTE ACKNOWLEDGMEN' STATE OF ALABAMA	T ON NEXT PAGE IF MORTGAGE AMENDED)
SHELBY COUNTY	; )
MAPLES, whose name as SENIOR VICE PRESIDE the foregoing instrument, and who isknown to me, contents of said instrument, he, as such officer and act of said corporation.	c in and for said county in said state, hereby certify that <u>JIM</u> <u>DENT</u> of <u>ALIANT BANK</u> , a <u>ALABAMA</u> corporation, is signed to acknowledged before me on this day that, being informed of the with full authority, executed the same voluntarily for and as the
Given under my hand and officia	al seal this <u>oo</u> day of <u>JANUARY</u> , <u>2006</u> .
	Patricia K. Jepnadry Notary Public
[NOTARIAL SEAL]	My commission expires:  MY COMMISS  BONDED THRU NOTARE FEBRUAR ONDERWRITER
STATE OF ALABAMA	
SHELBY COUNTY	; )
HOME BUILDERS, INC, BY: JAMES HAMM, I'	ic in and for said county insaid state, hereby certify that H & T  TS: PRESIDENT/OWNER, whose name is signed to the knowledged before me on this day that, being informed of the evoluntarily on the day the same bears date.
Given under my hand and officia	al seal this <u>26</u> day of <u>JANUARY</u> , <u>2006</u> .

This instrument prepared by: DANA COTNEY Aliant Bank
200 Aliant Parkway
P.O. Box 1237 [35011]
Alexander City, Alabama 35010

[NOTARIAL SEAL]

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My commission expires:\_

Atricia K. I Jepnadry Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES: July 23, 2007

BONDED THRU NOTARY PUBLIC UNDERWRITERS