

\$10,250.00

MORTGAGE MODIFICATION AGREEMENT

20060711000331800 1/2 \$29.45
Shelby Cnty Judge of Probate, AL
07/11/2006 10:07:31AM FILED/CERT

Loan Account Number: 16161

THIS MORTGAGE MODIFICATION AGREEMENT is made this 23rd day of June, 2006, by and between CVA HOMEBUILDERS INC, (hereinafter the "Mortgagor(s)") and Covenant Bank (hereinafter the "Lender").

WITNESSETH:

WHEREAS, on 01/31/06, Mortgagor(s) executed and delivered to Lender a Real Estate Mortgage (hereinafter the "Mortgage") in the amount of \$138,750.00, and filed for record in the Probate Office of Shelby County Instrument 20060213000072010 and all modifications and renewals thereof;

WHEREAS, Mortgagor(s) have requested and Lender has agreed to modify certain provisions of said Mortgage in the manner set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Mortgagor(s) and the Lender that commencing with the date of this agreement of terms and provisions of said "Mortgage" are amended as follows:

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$149,000.00.

Except as herein modified, all other provisions and terms of the Mortgage shall remain in full force and effect and is hereby ratified and affirmed in all respects by the Mortgagor(s). Mortgagor(s), by these present, do hereby aver and confirm that they have no defenses or offsets with respect to Mortgagor(s) obligations pursuant to the Mortgage as is herein modified.

IN WITNESS WHEREOF, Mortgagor(s) and Lender have executed this Mortgage Modification Agreement as of the month, day and year first set forth herein above.

MORTGAGOR(S)

BY:
ITS:

COVENANT BANK

BY: Charles V. Argo
ITS: President

Jeffrey J. Jackson
V.P.

