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This instrument was prepared by Curt Reamer, Southfirst Mortgage, Inc., 2159 Rocky Ridge Rd Suite 103, Birmingham, Alabama 35216

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 17, 2006. The parties and their addresses are:

MORTGAGOR:

TRINITY HOMES, LLC

An Alabama Corporation 5330 Stadium Trace Parkway Suite 245 Birmingham, Alabama 35244

LENDER:

SOUTHFIRST MORTGAGE

Organized and existing under the laws of the United States of America 2159 Rocky Ridge Rd Birmingham, Alabama 35216

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated May 30, 2003 and recorded on June 6, 2003 (Security Instrument). The Security Instrument was recorded in the records of Jefferson County, Alabama at Instument #2003-35310 and covered the following described Property:

The property is located in Jefferson County at Lot 45, according to the Final Plat, Grand Oaks, as recorded in Map Book 31, Page 68, In the Probate Office of Shelby County., Birmingham, Alabama 35244.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

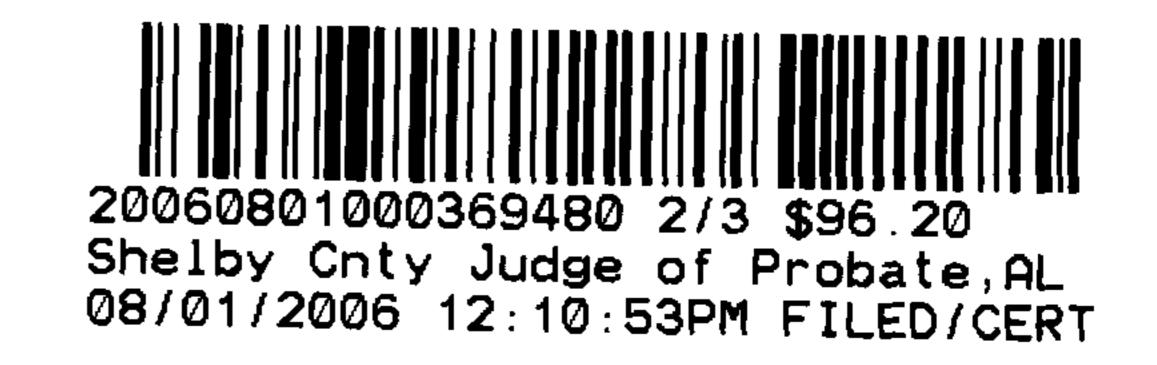
The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5030322332, dated May 30, 2006, from Mortgagor to Lender, with a loan amount of \$320,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.
 - (b) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

X Initials Fige 1

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:	
Trinity Homes LEO By Sea J. Dan Faylor, Member	
(Witness)	
By Member (Sea	al)
(Witness)	
(Witness)	
LENDER:	
Southfirst Mertgage	
Curt B. Reamer, Vice President	
(Witness)	
(Witness)	
ACKNOWLEDGMENT.	
(Business or Entity) State OF Alabama, County	OF Jefferson ss.
that J. Dan Taylor and John R. Crawford, whose necorporation, is/are signed to the foregoing instrument day that, being informed of the contents of the instrument executed the same voluntarily for and as the act of statements.	public, in and for said County in said State, hereby certify ame(s) as Member and Member of the Trinity Homes, LLC at and who is known to me, acknowledged before me on this trument, he/she/they, as such officer and with full authority, said corporation. Given under my hand this the
day of July , 2006. My commission expires:	Luca S. Mark
My Commission Expires 11-18-2007	(Notary Public)



(Lender Acknowledgment)	
State OF Alabama, Cou	nty of Jefferson ss.
1, <u>Susan</u> S Clark, ar	notary public, in and for said County in said State, hereby certify
that Curt B. Reamer, whose name(s) as Vice Pr	resident of Southfirst Mortgage, a corporation, is/are signed to the
foregoing instrument and who is known to me,	acknowledged before me on this day that, being informed of the
	n officer(s) and with full authority, executed the same voluntary for
and as the act of said corporation. Given und	der my hand this the 174 day of July,
<u>2006</u> .	
My commission expires:	
	Chum Hi Jann
	(Notary Public)

My Commission Expires 11-18-2007

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